

**DECLARATION OF MATTHEW GENES  
Pursuant to 28 U.S.C. § 1746**

I, Matthew Genes, have personal knowledge of the facts and matters set forth below. If called as a witness, I could and would testify as follows:

1. My name is Matthew Genes. I am over the age of 18 and reside in Weymouth, Massachusetts.
2. In February 2023, I commenced an arbitration action against Passive Scaling. Attached hereto as **Attachment A** is a true and correct copy of the direct testimony and accompanying exhibits I provided under penalty of perjury in that arbitration, which I provided to the FTC on June 13 and 14, 2024.
3. Asante Monadjemi, the chief operating officer of Optimyze Digital, provided a sworn affidavit in support of my arbitration claim. Attached hereto as **Attachment B** is a true and correct copy of that affidavit, which I provided to the FTC on June 14, 2024.
4. I prevailed in the arbitration and was awarded \$200,899.66 in damages. I subsequently filed a complaint in New Jersey state court to confirm the arbitration award as a judgment. On or about March 23, 2024, a New Jersey sheriff went to the registered address for Passive Scaling to serve the company with the summons and complaint. Attached hereto as **Attachment C** is a true and correct copy of the body camera footage of the sheriff who served Passive Scaling and that I provided to the FTC on June 14, 2024. The woman who answered the door gives her name as “Samantha.”
5. Although I obtained a default judgment against Passive Scaling for \$200,939.66 (the \$200,899.66 arbitration award plus \$40.00 attorney fee allowance), I have not been able to recover any of what Passive Scaling owes me.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: June, 14, 2024  
Weymouth, Massachusetts

Matthew Genes  
Matthew Genes

AMERICAN ARBITRATION ASSOCIATION

MATTHEW GENES,	:	
	:	
Claimant,	:	
v.	:	
PASSIVE SCALING, INC.	:	CASE NO. 01-23-0000-6460
	:	
Respondent.	:	

**DIRECT TESTIMONY OF MATTHEW GENES**

I, Matthew Genes, depose and state as follows:

1. I am a resident of Weymouth, Massachusetts and am over eighteen years of age.

The facts set forth herein are based on my personal knowledge.

2. In or around August 2021, I saw a social media post about an opportunity to invest in an “e-commerce” business selling retail goods online. I had no prior experience with e-commerce sales but was interested in a potential opportunity to invest in the online retail industry, which seemed to be growing rapidly during the COVID-19 pandemic.

3. On August 13, 2021, I participated in an informational session over the Zoom videoconferencing platform concerning the e-commerce business opportunity, which I learned would involve working with Respondent Passive Scaling, Inc. (“Passive”) to sell retail goods over the Amazon and Walmart online platforms. The session was hosted by an individual named Asante Monadjemi and a colleague named Shion. Although I assumed that they worked for Passive (and they did not say otherwise), I later came to learn that they worked for a digital marketing company known as Optimyze Digital LLC (“Optimyze”), which had been hired by Passive to generate interest and leads for its business. Approximately 20 people, including myself, participated in the Zoom call.

4. During the August 2021 Zoom presentation, Mr. Monadjemi explained how Passive's e-commerce business operated, described what would be expected from "clients" who supplied capital to operate online storefronts, and what functions would be performed by Passive. Specifically, clients would supply capital to purchase inventory and pay an upfront "consulting fee" to Passive for its services. In turn, Passive would operate all aspects of the e-commerce business and would be paid a percentage of all revenues from the sales on the e-commerce platforms. Passive's services were to include, in general terms, opening online sales storefronts through Walmart and Amazon on behalf of clients, identifying and selecting inventory that would appeal to buyers, ordering inventory and dealing directly with the selling vendors, overseeing the delivery of products to Amazon's warehouse, marketing and selling the inventory through the Walmart and Amazon platforms, and tracking and manage all financial aspects of the business.

5. In addition to speaking about the business operations, Mr. Monadjemi showed participants in the Zoom presentation a video tour of Passive's warehouse operation. The video featured Passive's owner Steven Rozenfeld, Mr. Monadjemi and others inside a very large warehouse space surrounded by hundreds of packages speaking about how the e-commerce business worked and how Passive has been able to grow quickly into a thriving business.

6. Mr. Monadjemi's August 2021 Zoom video presentation also included a Question and Answer session with potential clients and a walkthrough of the "\$50K E-Commerce Agreement" being proposed by Passive.

7. Following the August 2021 Zoom presentation, I participated in three to five video conference calls with Roman Sterling, a sales representative with Optimyze, to discuss the Passive e-commerce opportunity further. Mr. Sterling showed me a spreadsheet titled "Amazon

& Walmart 2 Year Financial Projections.” (the “Financial Forecast”). A true and accurate copy of the Financial Forecast is attached hereto as Exhibit A. Mr. Sterling told me that the Financial Forecast represented typical projections of “Gross Revenue,” “Expenses,” and “Client’s Profit” that clients could expect to earn through the “\$50K Bundle Amazon/Walmart” offered by Passive. This “\$50K bundle” required the client to pay an upfront consulting fee of \$50,000 to Passive and to provide working capital for Amazon and Walmart e-commerce stores to be operated by Passive.

8. Among other things, the Financial Forecast states that clients could expect to earn \$232,532.00 in profits in the first year and \$536,884.00 in profits in the second year of Passive’s operation of the e-commerce stores. Mr. Sterling touted these figures as typical of Passive’s experience with Amazon and Walmart e-commerce stores. He stated repeatedly during his presentation that Passive had extensive knowledge, expertise, and experience in the e-commerce businesses and touted Passive’s ability to generate profits on the Amazon and Walmart platforms.

9. During those calls, Mr. Sterling also suggested that I consider the “\$100K bundle option” which would require me to pay a \$100,000 consulting fee to Passive, which he said would yield even stronger returns on investment than the \$50K option. Mr. Sterling presented me with a draft contract to review for the “\$100K Bundle” option.

10. Based on the Zoom presentation, my calls with representatives of Passive’s marketing agent Optimyze, and the materials I had been provided, including most significantly the Financial Forecast, I believed that Passive was presenting a legitimate business opportunity and that they had the experience and expertise to attain the results contained in the Financial Forecast. I decided to proceed with the “50K Bundle” being proposed by Passive.

11. On October 2, 2021, I executed an “E-Commerce Consulting Agreement” with Passive (the “E-Commerce Agreement”). Passive’s authorized representative counter-signed the E-Commerce Agreement on October 21, 2021. A true and accurate copy of the E-Commerce Agreement is attached hereto as Exhibit B.

12. The E-Commerce Agreement provided, in general terms, for Passive to open and operate two e-commerce stores on the Amazon platform (which included one primary account and one subaccount) and one e-commerce store on the Walmart platform (*see GENES00514*), with inventory purchases for all stores to be selected by Passive and financed by me. The purpose of the Amazon “subaccount” store was to serve as a backup if my primary Amazon store was shut down or suspended by Amazon for some reason.

13. Section 1 of the E-Commerce Agreement details the services to be provided by Passive under the Agreement:

CONSULTANT’S SERVICES – Consultant agrees to perform the following services (“Services”):

- a. Maintain Client’s Stores, including configuring the Amazon/Walmart storefronts and configuring the front and back-end systems necessary to manage the stores.
- b. Review, research, source, select and list products for Client’s Stores.
- c. Respond to customers’ phone and email inquiries in support of Client’s Stores and shall exercise good faith efforts to resolve customer inquiries, handle product returns, and manage billing matters.
- d. maintain oversight of the stores’ financial performance; however, Consultant shall have no obligation to, and does not intend to, provide financial advice to Client concerning the operation of Client’s Stores (client shall confer with its professional financial advisors concerning all financial inquiries).

See Exhibit B, p. GENES00514.

**Payments to Passive Scaling, American Express and Inventory Vendors**

14. On October 7, 2021, I paid the “consulting fee” of \$50,000 to Passive (the “Consulting Fee”) as agreed in the E-Commerce Agreement. I made the payment by wire transfer from my bank account at Eastern Bank. A true and accurate copy of email communications between Passive and me confirming Passive’s receipt of the Consulting Fee is attached hereto as Exhibit C.

15. In addition to the Consulting Fee, the E-Commerce Consulting Agreement required me to pay a monthly management fee to Passive of either \$199 or 35% of revenues generated by my e-commerce storefronts, whichever was greater. See Exhibit B, p. GENES00513.

16. I was also required to pay a software fee of \$99 per month to Sales.Support.com - a separate company owned by Passive’s owner Steven Rozenfeld and its Chief Operating Officer Martin M. - for the use of certain “proprietary software” that was supposed to track orders, costs and inventory for the online storefronts.

17. I also paid \$758.60 in fees to the State of Wyoming to set up a limited liability company. As described in further detail below, Passive was unable to open an internet storefront with Walmart on my behalf. Passive’s representatives told me that if I formed a new limited liability company, they would be able to “work around” the initial problem and open a Walmart store under the name of the new LLC. I paid \$758.60 in fees to form the new LLC, but Passive was never able to open the Walmart store.

18. The following chart includes the total amounts that I paid out of pocket pursuant to the E-Commerce Agreement with Passive organized by category, as well as the total amount of credits I received from Amazon for the sale of merchandise:

Consulting Fee to Passive	\$50,000.00
Software fees (12 months @ \$99, minus refund of 5 months)	\$693.00
Amazon fees	\$253.93
Payment service fees	\$16.95
Fees paid to State of Wyoming for setup of additional LLC	\$758.60
Inventory payments	\$22,545.33
Credit card interest on inventory purchases	\$1,137.51
Subtotal	\$75,405.32
Payments received from Amazon	(\$3,684.49)
<b>TOTAL</b>	<b>\$71,720.83</b>

19. Attached as Exhibit D is a true and accurate copy of a spreadsheet that includes each of the individual payments that comprise each of the categories identified above. I prepared the spreadsheet based on my credit card and bank records, as well as other payment records in my possession.

20. Attached as Exhibit E are true copies of my American Express credit card statements. All itemized charges included in the summary spreadsheet referenced in Exhibit D above are reflected in the credit card statements. *See GENES00589-617.*

21. Attached as Exhibit F are true copies of my records with Eastern Bank. This shows a list of ACH payments from the account. The highlighted entries are for transfers made to Daily Distro LLC, an inventory vendor. *See GENES00588.*

#### **Failure to Open Walmart Storefront**

22. From the outset of the relationship with Passive, I experienced poor communication and difficulties with nearly all aspects of getting my storefronts with Amazon and Walmart set up and operational. I was continuously directed to different points of contact between Passive, Optimyze and various “Virtual Assistants,” who were located in the Philippines and worked for a company known as HourlyRelief.com., which Passive had hired. This became

a recurring problem, as the different points of contact did not have up-to-date information about my accounts and did not seem to communicate with one another, making it difficult or impossible to communicate effectively and manage the storefronts and inventory. Attached as Exhibit G is a true and accurate copy of an email string from October 17 to October 27, 2021 between Passive's agents and me, showing that I was repeatedly sent from one person to another to try to assist with the set up of the storefronts. This was a pattern that continued for months.

23. On November 1, 2021, I received an email from Tatiana S, who was located in the Philippines and had been assigned to assist me with the onboarding process. In her initial email, Tatiana expressed that “*we are going to appeal the decision that Walmart has [sic]. So we will try to reactivate the account.*” This was the first time I had heard that there was any problem with the activation of the Walmart store. The following day, Tatiana indicated that she did not know why the Walmart store had not been activated. She indicated that “*I hope that we should be able to reactivate your account. If not, we can submit a new Walmart application or create a new Amazon store.*” I questioned why we would open another Amazon store when “\$50K Bundle” I had purchased provided for one Walmart and Amazon store (with one Amazon subaccount) rather than two primary Amazon stores. Attached as Exhibit H is a true and accurate copy of the email string.

24. On November 2, 2021, I wrote an email to Roman Sterling of Optimyze concerning the difficulties I had experienced trying to communicate with the six (6) different Passive representatives who had been assigned to help with onboarding and with getting the storefronts up and running. I expressed concern that the storefronts would not be up and running by “Black Friday,” a major day for retail sales, despite Mr. Sterling’s earlier assurances that there was plenty of time to get up and running for that date. I also expressed concern that I was

being charged \$99 per month for software even though the storefronts were not set up. Mr. Sterling informed me on November 3, 2021 that he “*had a workaround in place*” on the Walmart side that would require me to obtain another LLC. He assured me that my program would include 2 Amazon accounts (including the subaccount) and 1 Walmart account as agreed. Attached as Exhibit I is a true and accurate copy of the email string. I subsequently questioned why I should be responsible for the cost of the replacement LLC after Passive had been unable to open the store as promised.

25. On November 16, 2021, when it became apparent that the stores would not be ready for “Black Friday” sales, I sent an email to Mr. Sterling of Optimyze asking whether he believed that the Amazon storefront would be up and running to capitalize on the holiday shopping season. He responded that it would be “*Late December/Jan before inventory reaches fulfillment center. I was expecting the Walmart store to be approved on the first try to capitalize during the holiday season.*” Attached as Exhibit J is a true and accurate copy of the email string.

26. On November 27, 2021, I sent an email to one of Passive’s agents noting that it had been eight (8) weeks since I had paid the \$50,000 Consulting Fee to Passive and requesting weekly updates concerning the opening of the Walmart and Amazon stores. I was promised that I would receive weekly updates concerning the Walmart stores but told that I would need to speak with a different person for information on the Amazon stores. **I sent repeated requests for updates on the status of the storefronts from November 23, 2023 through January 6, 2022 and never received a response or the weekly updates that had been promised.**

Attached as Exhibit K is a true and accurate copy of the email string.

27. I continued to attempt to contact various representatives of Passive to try to address the failure to open the Walmart storefront. In numerous cases, my messages were either

not returned, or I received no substantive information.

28. On December 4, 2021, Walmart sent a notice denying the application Passive had submitted to open a Walmart storefront on my behalf. When I asked Passive's representatives how to address this problem, one of them suggested that I could "swap" the LLC identified on the application for another inactive LLC controlled by Passive and submit a third application to Walmart. Alternatively, he suggested that I could try to open another Amazon store. I responded that I had paid for the Walmart and Amazon store and would like to proceed with one storefront for each platform. A true and accurate copy of Walmart's denial and the associated email string is attached as Exhibit L.

29. The process of "swapping" the LLC I had set up for another one controlled by Passive was time-consuming and confusing, as I was referred to numerous different Passive representatives who were unable to get anything accomplished. On December 17, 2021, wrote an email to Roman Sterling of Optimyze expressing my frustration that I had paid \$50K towards this investment, that I could not get straight answers from anybody and requesting one point of contact who could assist. I stated that: "*This is my last ditch effort to get on the same page and feel comfortable with being part of Passive Scaling...*" Mr. Sterling responded that he would be the point of contact for my account moving forward. Attached as Exhibit M is a true and accurate copy of the email string.

30. On January 14, 2021, Passive's representative Jerdonna P. sent me an email stating that she did not recommend submitting another application to Walmart given the lack of prior success. Attached as Exhibit N is a true and accurate copy of the email string.

31. **Passive Scaling never opened a Walmart storefront on my behalf.** I had contracted with Passive for the "\$50K Bundle" option based on Passive's express promise to

open one primary Walmart store and one primary Amazon store, as well as one Amazon subaccount store for backup purposes (see Exhibit B, GENES00514). I would not have entered the Agreement had I known that Passive's ability to open a Walmart storefront was in doubt. Passive's failure to open and operate a Walmart storefront on my behalf constitutes a material breach of the E-Commerce Agreement.

**Passive's Mismanagement of the Amazon Storefronts**

32. As of January 19, 2022, Passive had opened one Amazon storefront on my behalf and had not made a single sale from that store. The store was operated under an entity that I had established known as MG E-Comm LLC.

33. Per the E-Commerce Agreement, Passive was responsible for sourcing inventory from different vendors, preparing and submitting purchase orders (with my approval) and arranging for the delivery of the products to Amazon's warehouse, where they would ultimately be shipped to consumers who purchased the goods through my online storefronts. In some instances, inventory vendors would deliver the products directly to Amazon's warehouse, and in other cases vendors would ship the products to Passive's warehouse, which would then ship the products to Amazon.

34. It is my understanding that Passive's owner Steven Rozenfeld and Chief Operating Officer Martin M. owned one of the companies that Passive used to source inventory, known as "Daily Distro LLC."

35. On January 19, 2022, I received notice that several purchase orders of inventory from a company known as 1HR had been cancelled. Passive's representatives were unable to tell me why the purchase orders were cancelled but assured me that I would be credited for any payments made, or that any product already purchased would be shipped to Amazon's

warehouse and included in my inventory. Attached as Exhibit O is a true and accurate copy of the email string. **To this day, I have never received a credit from 1HR or any information about what happened to the inventory that I had paid for after the purchase orders were cancelled.**

36. On January 21, 2022, the first sale was made on the MG E-Comm LLC store, which consisted of Omega-3 supplements.

37. On January 25, 2022, a second Amazon store went live under the name Alternative Marketing Solutions LLC.

38. Just days later, on January 28, 2022, I received notice that Amazon had temporarily deactivated certain pages within the MG E-Comm digital storefront for “potentially violating Amazon’s Restricted Products policy.” The notice concerned an Omega 3 supplement product, which had been identified and selected by Passive for sale. When I sent the notice to Passive’s store manager “Russel C”, he told me *“For this SKU we don’t have to do anything for now and it will eventually be back on track and ready for sale.”* Attached as Exhibit P is a true and accurate copy of Amazon’s notice and my emails with the store manager.

39. On February 4, 2022, I received notice that Amazon had removed certain pages within the MG E-Comm digital storefront from Amazon’s catalog of products because they contained a “Restricted Product.” This notice also concerned the Omega 3 supplement product, which had been selected by Passive. Amazon alleged that the product contained a prescription drug ingredient. Amazon identified a process by which the store operator could appeal the determination that the product was prohibited for sale on the Amazon platform. Attached as Exhibit Q is a true and accurate copy of Amazon’s notice.

40. Passive appealed Amazon’s determination that the Omega-3 supplement product

qualified as a prescription drug. On February 11, 2022, Amazon denied the request for the product to be reinstated. **I never received a refund of the funds used to purchase the Omega 3 product and I have never been told what happened to the product itself that had been delivered to Amazon, despite my requests for further information.**

41. **On February 5, 2022, I sent a detailed email to Passive's representative "Jerdonna P." concerning numerous problems with my accounts. This email provided a detailed summary of the problems that I had experienced to date and Passive's failure to address them.** As noted in the email, many of the purchase orders that had been submitted to purchase inventory for my Amazon store had been cancelled after payment had been made with no explanation, or with no communication as to whether I would receive a refund, replacement product, etc. I further discussed the lack of communication that I was receiving from Passive's team, which was continuing to get worse. I asked Jerdonna to please ensure that the issues were corrected by February 14, 2022 and stated that if they were not, I would be requesting a refund of the Consulting Fee and other costs that I had incurred to date. Attached as Exhibit R is a true and accurate copy of my email and follow up emails.

42. None of the issues that I raised in my February 5, 2022 email had been addressed by February 14, 2022, as I had requested. On February 21, 2022, Jerdonna P. responded to my February 5, 2022 email and sated that "*I do not have an updated a [sic] time frame for resolution as yet but I will continue to work with you on getting this resolved.*" Attached as Exhibit S is a true and accurate copy of the email string.

43. **Meanwhile, on February 8, 2022, I participated in a call with Martin M., Passive's Chief Operating Officer, and a person named Sherica. Martin acknowledged that my MG E-Comm store had performed poorly and attributed the poor performance to**

**limited inventory available for sale. I told him that this did not make sense, as I had paid for five (5) orders of inventory at a cost of approximately \$5,000, the vast majority of which had not been sold. Despite having purchased inventory that should have been available to sell, I had only two (2) products in stock, one of which was the Omega-3 supplement that Amazon had deemed a “Restricted Product” and had removed from its catalog of products. This left one product available for sale at my MG E-Comm store, with thousands of dollars of inventory unaccounted for. Martin promised to have his team perform a reconciliation, or “recon” of my inventory and send it to me.**

44. **I never received any reconciliation of the inventory in my stores as promised.**

45. On February 23, 2022, I sent an email to the managers of my MG E-Comm store regarding the poor performance at the store. At that time, the store had only \$555 in total sales (the second store – Alternative Marketing Resources had not yet purchased any inventory), when I had been recently told to expect approximately \$10-15K in sales by the end of March 2022. The store manager Russel told me that shipping had been delayed from an inventory vendor because they had a new warehouse, but that my inventory was “*inbound to amazon.*” He said that “*if there is no problem that will arise then we have no issue of achieving that 10k-15k*”.

Attached as Exhibit T is a true and accurate copy of the email string.

46. On March 9, 2022, I sent an email to my store managers regarding charges on my credit card that I did not recognize and had not approved. Store manager Russel responded on March 10, 2022 and stated that inventory vendor 1HR “*has a glitch in the system they are using. The item that is in the invoice did not match the item on the system. The estimated credit that we have is about 3k, not sure the exact amount so I will send you the PO and spend the credit that we have in 1 HR.*” Attached as Exhibit U is a true and accurate copy of the email string.

**47. I never received any further information about the alleged credit that I had with the 1HR vendor or any refund of my money.**

48. The following day, on March 11, 2022, I received an email from a “Wholesale Specialist” named “Toni” informing me that she was my new Wholesale Specialist and asking if I had any questions for her. When I expressed confusion as to the sudden change in personnel assigned to my accounts, she responded three days later by saying that “*We recently made some changes internally and I am your new assigned wholesale specialist.*” This was typical of my experience dealing with Passive, as I was constantly being shuffled between different people who had no familiarity with my accounts. Attached as Exhibit V is a true and accurate copy of the email string.

49. On March 16, 2022, I received an email from Amazon informing me that a product listing had been deactivated due to “pricing errors.” Passive had listed the product for a price of \$9999.0. I sent the notice to my store managers. As far as I know, Passive never did anything to address this pricing issue. Attached as Exhibit W is a true and accurate copy of the Amazon notice.

**50. On March 20, 2022, I sent a detailed email to my various points of contact at Passive and Optimyze asking what had happened with the money I had invested in the storefronts. At that point in time, six months from the execution of the E-Commerce Agreement, I had invested approximately \$64,500 in the business, with \$629.14 in total sales, with the last sale having been made over a month before. I asked Passive’s representatives for information about where the inventory I had purchased had gone, whether I had credits with vendors, etc. I never received the information I requested. Attached as Exhibit X is a true and accurate copy of my email.**

51. On March 24, 2022, I participated in a call with Martin M., Passive's Chief Operating Officer. He promised that he would provide me with a full update on the "stuck inventory" for the MG E-Comm store and an update on the Amazon subaccount store, which had been completely stalled and had never made a sale. We agreed that we would not process any further purchase orders for new inventory until I received a reconciliation of my existing inventory and credits with vendors.

52. I never received the information that Martin had promised to provide. Nonetheless, just days later, on March 30, 2022, I received notice that additional purchase orders had been created for the purchase of more inventory. Attached as Exhibit Y is a true and accurate copy of the email string addressing these issues.

53. On April 14, 2022, without any notice, Passive again replaced the Store Manager for the Alternative Marketing Resources store from Jocelyn to a new contact named Rachel.

54. Throughout April and early May 2022, I continued to try to work with Passive's team to reconcile the inventory that had been purchased for the two Amazon storefronts with the charges to my credit card. Passive was unable to reconcile the charges, nor did they provide me with information about the location of the inventory I had purchased that had not been sold.

55. On May 2, 2022, I received notice that Passive would be selling products on the Facebook Marketplace platform. At Passive's suggestion, I agreed that they could attempt to sell some of my existing inventory through Facebook Marketplace. Promptly after the Facebook Marketplace store was opened, I received 2 poor reviews from customers who never received the items they had purchased. Thus, Passive immediately failed to properly manage the Facebook Marketplace store it had opened in an attempt to boost sales of my products. The Facebook Marketplace venture was quickly abandoned by Passive.

56. On May 5, 2022, I received an email from Toni notifying me that Passive had replaced Rachel, who had just been appointed the Store Manager for the Alternative Resources Store on April 14, with Russel, who was also managing the MG E-Comm store.

**57. At that point in time, I had paid for five (5) separate purchase orders for inventory valued at over \$10,000 that was intended for the Alternative Resources Store. However, not a single sale had been made from the store and Passive could not reconcile the inventory or tell me where it was located.**

**58. Ultimately, the Amazon storefront operated on behalf of the entity Alternative Resources Store LLC never made a single sale of inventory.**

59. On May 11, 2022, I sent an email to Toni and Martin, Passive's COO, expressing my concerns about my investment with Passive. I noted that there were still 12 charges on my credit card that I could not match to any invoice or inventory. I stated: "*For all I know this money has been stolen and/or inventory is lost. Which is the same thing in my eyes.*" I further noted that there had been zero sales for the Alternative Marketing Resources store and only \$700 in payments from Amazon for the MG E-Comm store. Attached as Exhibit Z is a true and accurate copy of my email.

60. On May 12, 2022, I had a call with Toni to address the issues raised in my May 11 email. Toni recommended that we have another call with Martin, Passive's COO. We agreed that Passive would hold off on processing any new purchase orders until Passive could figure out where the missing inventory had gone.

61. The following day, May 13, 2022, Passive's Store Manager Russel attempted to process a new purchase order for the purchase of additional inventory, despite my agreement with Tonni that no further purchase orders would be processed for my Amazon stores while

Passive reconciled the inventory and charges.

62. On May 16, 2022, I received a notice from Amazon that it had deactivated the Alternative Marketing Resources store due to inactivity. This means that the store was not being actively managed. Although the notice states that the account could be reactivated by updating my credit card information, the deactivation was caused by Passive's failure to manage the account, not due to any problem with my credit card. Attached as Exhibit AA is a true and accurate copy of Amazon's deactivation notice.

63. On May 19, 2022, I received multiple notices from Amazon that it would be refunding money to eleven (11) customers who had purchased the same Omega-3 Supplement product that Amazon had categorized as a Restricted Product in February 2022, which Amazon would not allow to be sold on its platform. Despite Amazon's designation of the product as a Restricted Product and Passive's failed appeal of that designation, Passive continued to list the product for sale (without my knowledge), resulting in Amazon paying refunds to the customers from my account. Attached as Exhibit BB are true and accurate copies of the Amazon notices and my email to Passive's representatives.

64. On May 24, 2022, I participated in another call with Martin, Passive's COO, concerning the inventory issues. Martin acknowledged that Russel had not been performing well as Store Manager and said he was considering replacing him. **Once again, Martin promised that a reconciliation of all inventory would be performed and that no further inventory would be purchased until the existing inventory could be located.**

65. Despite our agreement that no further inventory would be purchased, Passive initiated additional purchases of inventory on May 25, 2022 (the day after my discussion with Martin), May 27, 2022 and on June 1, 2022. These purchases totaled \$3,220.11.

66. On June 1, 2022, I sent an email to Toni notifying her that the three recent purchases had been made without my knowledge or permission. I also noted that the total sales in the Amazon storefronts were only \$1,320 despite my purchase of \$23,146 in inventory. Once again, I requested that Passive freeze all inventory purchases until a reconciliation could be completed. Attached as Exhibit CC is a true and accurate copy of my email to Toni and Martin.

67. **On or about June 23, 2022, Passive's representatives told me that I was owed refunds of approximately \$4,000 from two vendors (known as KEHE and 1HR) which had received payment for purchase orders, but never shipped the products. I later learned that this amount was closer to \$7,000 in inventory for which I paid, but products were never shipped. I immediately demanded a refund of the money. Passive's Store Manager Russel indicated that “*There will not be a refund from KEHE. Instead, the items will be credited to your account.*” I told Russel that this was not acceptable and demanded a refund of all money that I paid for inventory that was never delivered. When it became clear to me that Passive either would not or could not obtain a refund from the vendors that it was supposed to be managing, I indicated that I would be sending formal notice of termination of the E-Commerce Agreement with Passive and seeking repayment of all my money.**

Attached as Exhibit DD is a true and accurate copy of the email string with Passive's representatives.

68. From approximately June 29, 2022 through July 12, 2022, I attempted to contact Martin, Passive's COO, and received no response. I sent multiple emails to Martin requesting a response and the reconciliation of inventory that he had promised. Attached as Exhibit EE are true and accurate copies of my emails to Martin.

69. During that same period, I had two video calls scheduled with Toni, my

Wholesale Specialist. Toni failed to appear at either call.

**Termination of Contract and Refund Request**

70. On July 11, 2022., I sent an email to Toni formally terminating my contract with Passive and demanded a full refund of amounts that I had spent under the contract. I also requested that Passive pay me for the time that I had invested in trying to manage the storefronts that they were supposed to be managing. Attached as Exhibit FF is a true and accurate copy of my email.

71. Unable to reach anyone, I called Passive's customer hotline and spoke with a person named "Hally." Hally referred me to Jerdonna P., who is located in the Philippines and works in customer service role with Passive.

72. On July 13, 2022, I participated in a video call with Jerdonna P. **The video call was recorded by Passive and produced to me in discovery in this case.** A true and accurate copy of the video recording is attached as Exhibit GG.

73. The July 13, 2022 call lasted approximately 45 minutes. During the call, Jerdonna states: "**with your situation, I'm not sure if there is anything that we can do**" (timestamp: 20:15). **Passive's COO Martin M. joined the call approximately halfway through** (timestamp 22:00).

74. **During the call, Martin acknowledged the following:**

- a. **That certain inventory had not been shipped by vendors** (timestamp 22:55). He stated that Passive had given the vendors 48 hours to fix the issues and stated that, "*starting from today, end of the day tomorrow, all of the orders should be fully reconciled, and you should be aware of what is happening, what is shipping, what is not and so on and so forth...*" (timestamp 23:00).

- b. “*The buyer on your stores is going to be replaced, even today*” (timestamp 22:25).
- c. “***missing some 6 or 7K, 1Hr shipments, missing inventory...***” (timestamp 24:10)
- d. “[*t*]he situations and the status where the stores are, are not something that we usually see – we actually – the, ***this type of mismanagement I’m very rarely seeing*** – uh like once a year or something on which we are taking actions as soon as we can...” (timestamps 24:40)
- e. *Martin says again that he wants to do a full recon of the inventory.*  
(timestamp 25:17).

75. **During the call, I reiterated to Martin that “*Roman had sold me some bullshit on some projections,*”** (timestamp 31:54). This was a reference to the original Financial Forecast that Roman Sterling of Optimyze had showed me to induce my investment with Passive.

76. In response, Martin stated: “*okay – first to go over the projections. The projections was [sic] very much incorrect... that was, the one that was made in the first, the first -- the one that the sales team gathered that first time. So that is why we got together, and we tried for, basically we were working on for fully a few months to clean it up as much as we can, so we were not giving any false hopes or false projections at all to the client, but basically we are giving the realistic projections....*

 (timestamp 32:40)

77. This statement is a direct admission by Passive’s Chief Operating Officer that the projections contained in the Financial Forecast presented to me by Passive’s marketing agent Optimyze were false. He further admitted that the projections needed to be cleaned up for months after that time in order to avoid giving clients “false hopes or

**false projections” and to give realistic projections of what could be earned by investing money with Passive Scaling. Martin also admitted to the “mismanagement” of my stores.**

78. Martin concluded the July 13, 2022 call by stating that Jerdonna would schedule a call for July 15, 2022, two days later, to provide a full update and answer to all questions.

79. After sending me an email asking whether I wished to have a call on July 15, 2022, Jerdonna ignored my subsequent response concerning my availability. **No follow-up call ever took place and I never received any of the information that Martin had promised.**

80. Over the next several days, I continued to reach out to Passive representatives to try to address the issues with my stores. My communications were ignored.

81. On July 22, 2022, I received a personal message from Toni (full name Toneane Stamps) over Google Messenger. A true and accurate copy of the Google Messenger chat with Toni is attached as Exhibit HH. Toni informed me that she had been fired from Passive, along with approximately 90% of the staff. In addition, during that conversation, Toni stated:

**Since I am no longer with them, I can tell you what I've always wanted to tell you. Please proceed with your lawsuit because you'll never get your money back.**

**I had over 65 stores managing and there is not 1 successful store  
We are overworked, underpaid, and stressed**

**\*\*\***

**I would go to bed with so much work guilt on my mind because of the lies I would have to tell customers for Passive Scaling.**

**\*\*\***

**If Steven offers you 1HR credit to negotiate your refund request, don't take it.  
You will never get inventory from 1HR  
Steven will never have clients' best interest, once you sign the contract, that's it.**

82. These statements, made by a Passive employee (a “Wholesale Specialist”) with knowledge of the business operations, confirm that Passive consistently lied to clients in order to induce them to continue to invest money in the company, that not a single one of the 65 online

storefronts that Toni oversaw was successful, and that Passive's owner Steven Rozenfeld would never refund a client's money.

83. On July 29, 2022, I booked a "new client orientation" through Passive's website to try to reach somebody at the company. To my surprise, Passive's owner Steven Rozenfeld joined the call. Mr. Rozenfeld was rude, arrogant, and dismissive of my concerns. He took no accountability for the problems I had experienced with the Passive business. **Ultimately, Mr. Rozenfeld agreed that he would refund the Consulting Fee I had paid to Passive, the software fees paid to Sales.Support.com, and the credit card charges I had incurred for inventory purchases and various other charges.**

84. Following the call on July 29, 2022, I sent an email to confirm our discussion in which Mr. Rozenfeld had agreed to a refund of my money under the E-Commerce Agreement. Attached as Exhibit II is a true and accurate copy of the email I sent.

85. Despite the agreement by Passive's owner to refund my money, I did not receive a timely response to my July 29, 2022 email. I reached out to numerous contacts, including to Mr. Monadjemi, the Chief Operating Officer at Optimyze. Mr. Monadjemi sent an email requesting that Passive's representatives respond to my concerns. Finally, on August 5, 2022, Jerdonna responded by email, stating that they needed updates on the inventory from vendors and attempting to renegotiate the terms of the refund to which Mr. Rozenfeld had agreed. Attached as Exhibit JJ is a true and accurate copy of the email chain.

86. Following the early August emails, I was never able to get anyone at Passive to respond to my requests for a refund. In fact, I continued to incur charges of \$99 per month for the use of the software from Sales.Support.com, which was owned by Mr. Rozenfeld and which never properly tracked any of the information for my online stores. Despite my continued

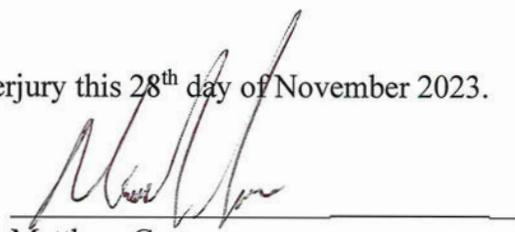
demands that Passive and Sales.Support.com discontinue any further charges on my credit card, they continued to charge the \$99 software payments until I cancelled the credit card.

87. My experience dealing with Passive and its various employees and agents was a truly difficult experience in my life. Passive Scaling has caused me to suffer significant financial harm, as well as a lot of stress and anxiety as I tried for months to get answers to my questions and to figure out what had happened to my investment.

88. I believe the information provided above demonstrates clearly that Passive not only breached our E-Commerce Agreement by failing to properly manage (or open) my online stores, but that it engaged in willful and deceitful conduct. I invested money with Passive based on the false Financial Projections that its marketing company provided to me at the outset, which Passive's COO admitted were false. Further, I continued to invest money in inventory purchases based on Passive's promises to reconcile the inventory in my stores, replace incompetent employees, and otherwise address my concerns. Even worse, after Passive agreed that it would stop purchasing additional inventory, it continued to process purchase orders and charge thousands of dollars to my credit card for inventory that it could never account for. To this day, I don't know whether Passive actually purchased the inventory, whether it received deliveries of the products, or whether it sold those products for its own account. Nonetheless, I never received a refund, credits, or even any information about the location of the inventory. I firmly believe that Passive knowingly misled me at the outset of the relationship and throughout the 10 months I worked with their team. It is readily apparent that Passive never intended to invest the time that would have been necessary to properly manage my online storefronts after it received the large, up-front "Consulting Fees" they had charged me.

[SIGNATURE PAGE TO FOLLOW]

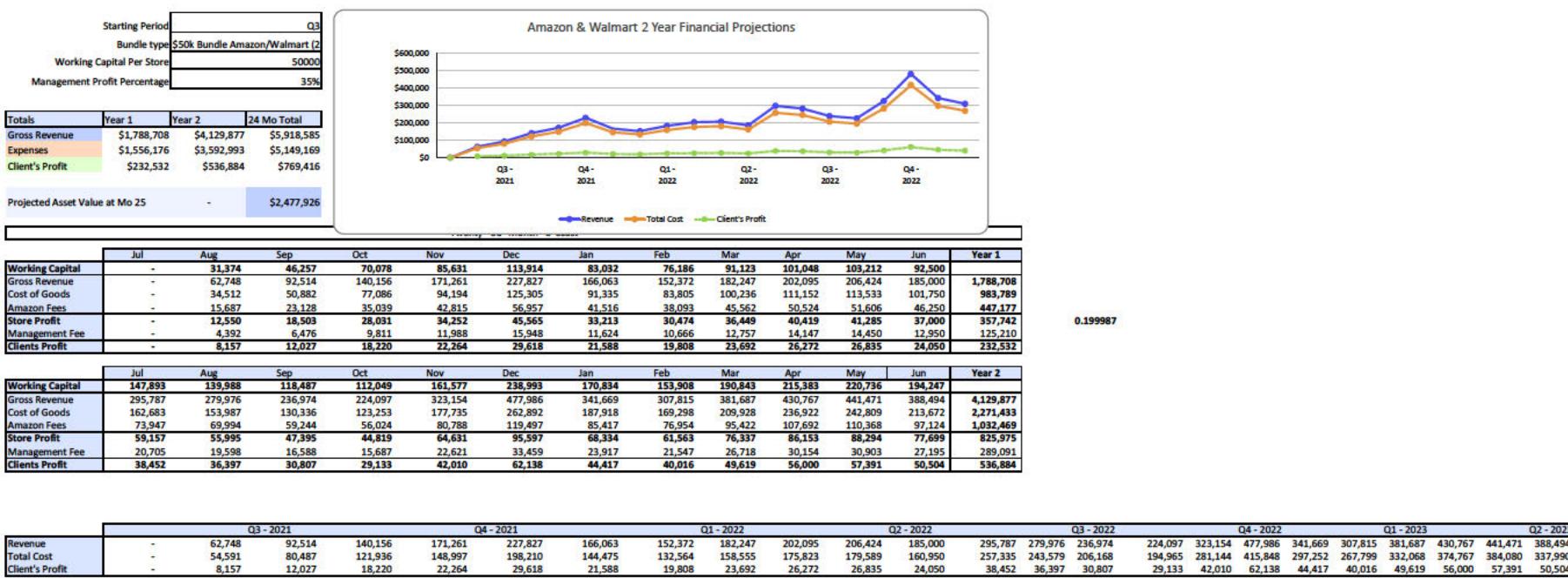
SIGNED under the pains and penalties of perjury this 28<sup>th</sup> day of November 2023.



Matthew Genes

# EXHIBIT A

To Affidavit of Matthew Genes



## EXHIBIT B

To Affidavit of Matthew Genes



# Delivering on Your eCommerce Objectives

Project Proposal

Delivered on

Amazon & Walmart Automation

August 13, 2021

Client

Company

Matthew Genes

PASSIVE SCALING INC

**PX24**

**Attachment A**

**001587**

GENES00512

# Pricing Breakdown

Description	Price	Quantity	Total Price
<b>Initial Consulting Fee</b>	\$50,000	1	\$50,000
"Store Infrastructure Fee" - this goes directly towards warehousing expenses, full time employees & benefits, consulting expertise, web build & store build, web build & store build for Amazon sub-accounts, product selection, & initial inventory			
<b>Management Fee - \$199 or 35%</b>	\$199	Monthly	\$199
Minimum management fee of \$199 per month <b>or</b> thirty five percent (35%) of net profit - <b>this fee begins the following month after fulfillment of initial payment.</b>			
<b>Software Fee</b>	\$99	Monthly	\$99
Fee paid directly to software provider			
<b>Minimum Working Capital - \$15,000</b>	\$15,000	0	\$0
This is the minimum requirement of available credit or capital to cover inventory & wholesale price of dropshipped items. Amazon/Walmart pay every two weeks, and this money covers orders until the scheduled store payout.			
<i>Please note: Walmart places an additional 14 day waiting period for the first 90 days of a new account. This means only one payment from Walmart occurs within the first month of business</i>			
Recommended credit available for expedited scaling process is \$30,000 *			
<b>TOTAL</b>			<b>\$50,298</b>

# E-COMMERCE CONSULTING AGREEMENT

This E-Commerce Consulting Agreement ("Agreement"), is dated as of August 13, 2021 by and between PASSIVE SCALING INC, a New Jersey Corporation company, whose address is 223 Veterans Blvd., Carlstadt, NJ 07020 (hereinafter "Consultant"), and Matthew Genes, (hereinafter "Client").

WHEREAS, Client desires to engage Consultant's services, as an independent contractor, upon the terms and conditions herein set forth; and

WHEREAS, Consultant desires to render consulting services to Client upon the terms and conditions herein set forth;

NOW, THEREFORE, Consultant and Client (together, the "Parties"), for \$50,000.00 and other good and valuable consideration, the receipt and sufficiency are hereby mutually acknowledged, agree to the following terms and conditions whereby Consultant shall consult Client in connection with two (2) e-commerce stores on the Amazon platform, (including one (1) sub-accounts), and one (1) e-commerce stores on the Walmart platform (the "Stores"):

1. **CONSULTANT'S SERVICES - Consultant agrees to perform the following services ("Services"):**
  - A. Maintain Client's Stores, including configuring the Amazon/Walmart storefronts and configuring the front and back end systems necessary to manage the Stores.
  - B. Review, research, source, select, and list products for the Client's Stores.
  - C. Respond to customers' phone and email inquiries in support of Client's Stores and shall exercise good faith efforts to resolve customer inquiries, handle product returns, and manage billing matters.
  - D. Maintain oversight of Client's Stores and its financial performance; however, Consultant shall have no obligation to, and does not intend to, provide financial advice to Client concerning the operation of Client's Stores (Client shall confer with its professional financial advisors concerning all financial inquiries.)



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Attachment A

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GENES00514

**2. CLIENT RESPONSIBILITIES -**

- A. Client understands there is a period that will delay the commencement and commercial operations of the Stores, including, without limitation, a 1 to 4 month configuration period (and perhaps longer, depending on the circumstances specific to each proposed Stores) where Client must complete certain obligations. Until Client satisfies all contractual and legal requirements for the creation and operation of Client's Stores, Consultant cannot commence providing the Services as set forth in Section 1 of this Agreement.
- B. Within the first eight (8) months of this Agreement, Client will use best efforts to obtain, and maintain for the duration of this Agreement, a credit card or total credit limit issued through a United States federally insured banking institution with a minimum credit limit of thirty thousand (\$30,000.00) dollars USD. In no event shall Consultant be responsible for payment of any kind and any other obligation under Client's credit cards, all of which credit card obligations shall be solely that of Client. Furthermore, unless Consultant provides written consent: (i) at no time shall Client Pause its Stores, allow for a Suspension, or place its Amazon/Walmart account or Stores in Vacation Mode, such terms being defined or referenced on the Amazon/Walmart website or in other written materials made available to Client; and (ii) Client shall not allow its Stores to remain shut down for more than ninety (90) days during the term of this Agreement.
- C. Within thirty (30) days from the commencement of this Agreement, Client shall provide Consultant with only necessary information for the purpose of Consultant carrying out its obligations under this Agreement. Client shall use its best efforts to assist Consultant in obtaining all information deemed necessary by Consultant to implement Consultant's Services.

**3. COMPENSATION -**

- A. In consideration for this Agreement, Client shall pay Consultant a one-time consulting fee of fifty thousand dollars (\$50,000.00) USD (the "Fee"), via wire transfer or ACH to Consultant's bank account within 72 hours of execution of this Agreement. Except as expressly permitted under Section 10, the Fee is non-refundable.



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**Attachment A**

**001590**

GENES00515

- B. Client shall also thereafter, beginning in the month following the month in which the Fee is paid, pay Consultant one hundred ninety nine (\$199.00) USD per month (the "Maintenance Fee"), or thirty five percent (35%) of the Net Profit from Client's Stores per month (the "Ongoing Commission"), whichever is greater plus an additional ninety nine dollars (\$99) software fee paid directly to the software provider. Client shall not be responsible for payment of the Ongoing Commission or the Maintenance Fee if, other than due to breach of this Agreement by Client, there is no activity in Client's Stores for said month (or a portion thereof, where such portion exceeds 15 days).
- C. Consultant shall invoice Client monthly, and Client has seventy-two (72) hours to remit payment.

**4. TERM -**

This Agreement shall commence on the last date of execution by both parties and shall continue in effect for a period of eighteen (18) months (the "Initial Term") thereafter. Upon completion of the Initial Term, the Agreement shall automatically extend on a month-to-month basis (the "Option Term") until written notice is provided by either party, to the other party, in accordance with Section 5.

**5. TERMINATION -**

Client may terminate this Agreement at any time by providing written notice to Consultant. Consultant may terminate this Agreement, at any time, for cause, with fourteen (14) days written notice to Client. Consultant may terminate the Option Term, without cause, at any time. For this Section, "cause" shall include, but not be limited to: (1) any act or omission by Client, which interferes with the operation of the Stores or Consultant's ability to render Services, in Consultant's sole discretion; or (2) Client's breach or threatened breach of any term in this Agreement. If Client breaches any term under this Agreement, independent of any actions Amazon/Walmart may take from time to time, Consultant may Pause Client's Stores, which, Consultant may only reactivate, in Consultant's sole discretion.



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**Attachment A**

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**6. NON-DISPARAGEMENT -**

During this Agreement and for one (1) year thereafter, the Parties mutually agree that any issues or problems that either party has regarding the other with respect to this Agreement, shall be discussed with the other party in a professional and private manner. The Parties hereby mutually agree not to disparage, insult, or fabricate information regarding the other party in any online or offline forum or any other forum whatsoever, including but not limited to social media channels, regardless of whether such comments or information would not constitute libel or slander, and regardless of whether such comments could be deemed factually true.

**7. SALES / USE TAX -**

Consultant does not provide tax reporting or tax management services of any kind. Client is responsible for determining if Client is responsible for collecting and remitting sales or use tax under any applicable state or local law, regulation, or ordinance.

**8. INTELLECTUAL PROPERTY -**

Client understands that Client's Stores is a service hosted on the Amazon/Walmart platform and not a distinct or severable product or service that can be ported, removed or installed in or on a different place or platform. Accordingly, Consultant does not hold itself out to have any rights, endorsements, relations, or affiliation with Amazon/Walmart, or any of Amazon's copyright, trademark, trade dress, trade secret, or any other intellectual property right that Amazon/Walmart may hold (the "Intellectual Property Rights"). Further, Consultant cannot, and does not, grant or convey to Client any Intellectual Property Rights, whatsoever, in Client's Stores, or Amazon/Walmart, and Consultant holds no legal or equitable rights in Client's Stores.



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**9. RESTRICTED ACTIVITIES -**

Client acknowledges that during the Term of this Agreement Client will have access to Consultant's Confidential Information which, if disclosed, could assist in competition against Consultant by third parties. Client recognizes the highly competitive nature of Consultant's business, services, and its trade secrets, and that Consultant conducts its business electronically, through e-commerce, and throughout the United States. Therefore, Client agrees that the following restrictions on Client's activities are necessary to protect the good will, Confidential Information, and other legitimate business interests of Consultant, which restrictions are fair and supported by adequate consideration: shareholders, employees, Non-Competition, agents, the Term members of the Agreement:

- A. **Non-Solicitation.** During the Restricted Period, Client agrees that it will not, directly, or indirectly through another Person: (i) induce or attempt to induce any employee or contractor of Consultant to leave the employ or contract of Consultant, or in any way interfere with the relationship between Consultant and any of its employees or contractors, or (ii) induce or attempt to induce any customer, supplier, client, distributor, vendor, licensee, or other business relation of Consultant to cease doing business with Consultant, or in any way interfere with Consultant's relationship with any such party.
- B. **Non-Disclosure.** The Parties agree not to use, reveal, make available, nor disclose, whether directly or indirectly, to any third party any Confidential Information for any purpose except as approved in writing by Consultant. Further, the Parties shall (a) not assist nor enable anyone to access or use any of Confidential Information; and (b) not use nor exploit any of the Confidential Information for any purpose whatsoever except in accordance with the terms of this Agreement. For purposes of this Agreement, the Party disclosing the Confidential Information shall be referred to as "Disclosing Party," and the Party receiving the Confidential Information shall be referred to as "Receiving Party".
- C. **Notwithstanding the foregoing.** Receiving Party will: 1) promptly notify the Disclosing Party, to the extent legally permissible, if Receiving Party becomes required by court order to disclose any Confidential Information; 2) cooperate with Disclosing Party if Disclosing Party decides to oppose or to seek to restrain such disclosure; and 3) subject to the foregoing, only disclose that information which its counsel advises it is legally compelled to disclose.



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**Attachment A**

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GENES00518

- E. **If at Disclosing Party's request**, Receiving Party is unable to obtain a protective order or other injunctive relief above with respect to the Confidential Information referred to therein and Receiving Party is thereafter required by court order to disclose such Confidential Information, Receiving Party may disclose only such Confidential Information as is expressly required by the court order.
- F. **Maintenance of Confidential Information**. The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Disclosing Party's Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures that Receiving Party takes to protect its own confidential information. Receiving Party shall also immediately notify Disclosing Party, in writing, of any unauthorized use or disclosure of the Confidential Information.
- G. **Confidentiality Term**: Regardless of any termination of this Agreement, the parties expressly acknowledge and agree that their respective rights and obligation under this Section 9 shall last for a period of five (5) years following the expiration of this Agreement or permissible termination of this Agreement; provided, however, that Client's duties of confidentiality thereunder with respect to Consultant's trade secrets shall survive such expiration and such duties of confidentiality shall continue and not expire so long as such Confidential Information is deemed a trade secret as a matter of law.
- H. **In signing this Agreement**, Client acknowledges that he/she/it has carefully read, consulted with legal counsel, and considered all the terms and conditions of this Agreement, including the restraints imposed on Client, throughout the United States, under this Section 9. Client agrees that all such restraints are necessary for the reasonable and proper protection of Consultant, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area (i.e., throughout the United States). Client further acknowledges that, were Client to breach any of the covenants contained in this Section 9, however caused, the damage to the Consultant would be irreparable. Client therefore agrees that Consultant, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any such breach or threatened breach, without having to post bond, together with reasonable attorneys' fees incurred in enforcing Consultant's rights hereunder.



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GENES00519

**10. REFUND POLICY -**

- A. Subject to Paragraph (C) below, during the Term of this Agreement, if Consultant's Services result in a Prohibited Action, twice, Client has the option ("Refund Option") to request a refund. Additionally, following an eighteen(18) month period if the Client has not made back their initial stores costs, Client has the option to request a refund within a thirty (30) day period following their 18th month of working days. To exercise the Refund Option, Client must notify Consultant of that election in writing. In that event, subject to Paragraph (C), Consultant will refund a portion of the Fee, as defined in Paragraph (B) below (the "Refund Amount").
- B. The Refund Amount shall be calculated by the following formula: (x) the Fee (\$50,000.00) less (y) any Net Profit and Cash Back Client received during the Refund Period, and less (z) any Net Profit and Cash Back Client received through the Cure Stores; provided, however, that (1) Client has not engaged in any act that interferes with the operation of Client's Stores or of Consultant's Services or which would be in breach of this Agreement, including, without limitation, a Suspension of Client's Stores for any reason other than the occurrence of a Prohibited Action, and (2) this Agreement remains in full force and effect at the time Client exercises the Refund Option. The Parties further agree that under no circumstance shall the Refund Amount exceed the Fee of (\$50,000.00).
- C. Client's right to exercise the Refund Option for reason of Prohibited Action under Paragraph (A) is expressly conditioned on Consultant first managing one replacement store per store resulting in a Prohibited Action (the "Cure Stores") for Client, and the Cure Stores also resulting in a Prohibited Action.

  
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**11. LIMITATION OF LIABILITY -**

A. UNDER NO CIRCUMSTANCES WILL CONSULTANT, OR ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, HOWSOEVER OR WHENEVER ARISING, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER OR NOT IT HAS OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT LIMIT CLIENT'S RIGHTS TO FILE SUIT AGAINST A THIRD PARTY OR PRODUCT VENDOR FOR ANY OF THE ABOVE LISTED CAUSES OF ACTION OR ANY OTHER CAUSE OF ACTION RELATED THERETO. SPECIFICALLY, CONSULTANT HEREBY COVENANTS THAT IT SHALL NOT TAKE ANY ACTION WHICH IS LIKELY TO CAUSE WAIVER OF ANY OF CLIENT'S RIGHTS WITH RESPECT TO THIRD-PARTY LIABILITY WITHOUT CLIENT'S PRIOR WRITTEN APPROVAL.

**12. DISCLAIMERS AND RELEASE -**

A. CONSULTANT'S SERVICES ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. CLIENT MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING CONSULTANT'S SERVICES MADE BY ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS BY THIRD PARTY SERVICE PROVIDERS. CLIENT AGREES THAT CONSULTANT SHALL BEAR NO RISK WHATSOEVER AS TO THE SALE OF PRODUCTS OR SERVICES. CONSULTANT SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO CONSULTANT'S SERVICES, OR OTHER SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT.



B. **Without limiting the foregoing.** Consultant makes no representations or warranties as to: (1) the accuracy, the reliability, or the completeness, of any matter within the scope of this Agreement, including but not limited to the Stores, the products therein, or the data, information, content, software, technology, graphics, or communications provided on or through the Stores; (2) the satisfaction of any regulation (government or otherwise) requiring disclosure of information on the products provided through or in connection with the Stores or the approval or compliance of the Stores or any software or information and content contained in the Stores; or (3) that the Stores will satisfy Client's economic needs and requirements or reach any particular level of sales, income, or net profits.

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GENES00522

C. **Business Risk** – Client hereby understands that the creation and potential growth of the Client's Stores carries financial and other risks. Client hereby understands that e-commerce is an ever-changing industry that is subject to numerous business risks, including but not limited to: (i) a changing legal environment in which regulations can emerge or change that affects the commercial sale of products through Amazon/Walmart via Client's Stores; (ii) economic changes that affect consumer spending, the emergence of recessions due to economic and other issues (including public health issues) and the like; (iii) changes in the popular appeal of and demand for different types of Amazon/Walmart products; (iv) changes in Amazon's terms and conditions, which can materially affect or even interfere with the marketability of Client's Stores or its products; (v) changes in international politics or economies, which may affect, among other things, the ability to package, distribute and ship Amazon/Walmart products, and the costs thereof; (vi) market forces, including increased and changing levels of competition for any given product from other sellers of such product; (vii) unforeseen events, force majeure, public health concerns, and other external events that could affect the performance of any Amazon/Walmart Stores. Client hereby understands that there are no guarantees made by Consultant or otherwise as to the Stores sales, income, or profitability at any time, and acknowledges that Client is at risk of a total loss of his, her or its investment. Client acknowledges the substantial risks generally involved with an e-commerce business. Client recognizes that there is a possibility that subsequent to the execution of this Agreement, Client may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by Client at that time may have materially affected Client's decision to execute this Agreement. By operation of this Agreement, and in particular the disclaimers of Consultant contained in the preceding subsections, Client assumes any and all risks of such unknown facts and such unknown and unsuspected claims and expressly releases Consultant for any liability which Consultant could have had in connection therewith in the absence of the release herein provided by Client to Consultant. Consultant encourages Client to only invest funds that Client can afford to invest in an illiquid basis over a longer term and perhaps ultimately lose, and to consult Client's legal and/or business advisors prior to investing in the Stores.



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Attachment A

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GENES00523

D. **Amazon/Walmart Terms and Conditions** - Client hereby understands that Amazon/Walmart, from time to time, with or without cause, can and does suspend accounts for various reasons, some of which may not be obvious or justified in Client's view. In the event Client's Stores is suspended, Company will assist in sending an appeal on behalf of the Client and working with Amazon/Walmart to remedy the situation at no extra cost. Consultant makes no representations or warranties of any kind, however, that Amazon/Walmart will in such cases return Client's Stores to active status. Furthermore, Client agrees and understands that Consultant makes no guarantees or representations regarding the Stores in relation to any Amazon/Walmart policy, whether currently in effect or as may be amended by Amazon/Walmart from time to time. Client understands that Consultant has no control over or input in when and whether Amazon/Walmart elects to change any of its policies. However, the Services provided by Consultant to Client pursuant to this Agreement shall where practical be consistent with Amazon's current policies. In the event in which Client's store is suspended beyond a 30 day period, and no revenue is earned during this period, the "Maintenance Fee" of one hundred ninety nine (\$199.00) USD per month or 35% of net profits will be waived.

13. **GENERAL PROVISIONS -**

- A. **Non-exclusivity** - Each party is free to contract with others with respect to the subject matter of this Agreement subject to the limitations as to Client under Section 6 and Section 9 of this Agreement.
- B. **Relationship of the Parties** - Nothing herein contained shall constitute a partnership or a joint venture between the Parties. Consultant is performing its services to Client as an independent contractor and not as Client's agent or employee. There is no third-party beneficiary to this Agreement.
- C. **Notices** - All notices to either party shall be sent electronically to the email address(es) provided by each Party to the other and as otherwise set forth below. All notices to Consultant shall be sent to [info@passivescaling.com](mailto:info@passivescaling.com). If to Client, notice shall be sent electronically to [REDACTED] Alternatively, such written notice will also be deemed given upon personal delivery, or on receipt or refusal if sent by U.S. first class certified or registered mail, postage prepaid, return receipt requested, or by a recognized private delivery service, to the addresses stated on Page 1 of this Agreement.



MG

- D. **Severability, Headings** - If any provision is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect. In such event, the Parties hereby acknowledge their intent to make such invalidated provision, or part of such provision, as to be deemed replaced with a valid provision or part of provision that most closely approximates and gives effect to the intent of the invalid provision. Any such modification shall revise the existing invalid provision, or part thereof, only as much as necessary to make the invalidly-held provision otherwise valid. Headings are used for convenience of reference only, and in no way define, limit, construe or describe the scope or extent of any section of this Agreement.
- E. **Dispute Resolution** - Except where otherwise expressly set forth in this Agreement, any dispute or claim arising out of or relating to this Agreement shall only be resolved by binding arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") rules, as modified by this Agreement, which shall take place in Miami-Dade County, Florida. Any arbitration proceeding, determination, or award, shall be confidential, and neither Party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement. Judgment on any arbitration award may be entered in any court having proper jurisdiction. All administrative fees and expenses of such arbitration proceeding will be divided equally between the parties, though each Party will bear its own expense of counsel, experts, witnesses and preparation and presentation of evidence at the arbitration (except where attorneys' fees and costs shall be awarded pursuant to Section 13.(L)). IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, THE PARTIES FOREVER AND WITHOUT EXCEPTION WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. No action, regardless of form, arising out of or in conjunction with the subject matter of this Agreement may be brought by either Party more than one (1) year after the cause of action arose.
- F. **Amendment** - This Agreement cannot be amended except in writing and signed by both Parties.
- G. **Electronic Signatures** - This Agreement may be executed by electronic means and in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument.



- H. **Injunctive Relief** -In the event of a breach or threatened breach of Section 6 or Section 9, the aggrieved party shall immediately be entitled to pursue in any court of competent jurisdiction specific performance, injunctive relief, damages, or such other remedies and relief as may be available, regardless of any contrary provision of this Agreement. Additionally, due to the difficulty of measuring damages in the event of a breach of this Agreement by Client, the parties agree that, in the event of a breach of either Section 6 or Section 9 by Client, Section 10 will be voided, disabling Client from the refund option of this contract. The Parties further agree that (i) any liquidated damage to be requested by Consultant is an arms-length negotiated amount under the circumstances, and (ii) this Section shall not be construed as a waiver of prohibition of any other remedies of Consultant in the event of a breach of this Agreement by Client.
- I. **Independent Counsel** - The Parties acknowledge that each has been advised to seek, and each has had sufficient opportunity to seek, independent legal counsel possessing industry experience in connection with this matter. The Parties have either sought such counsel or voluntarily waived such right to do so. Accordingly, in interpreting this Agreement, no weight shall be placed upon either party. Furthermore, the parties equally drafted this agreement; thus, the Agreement shall be construed neutrally, and no rule of construction shall apply to the disadvantage of any Party.
- J. **Assignment** – Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Prior to any such assignment, said assignee shall execute an agreement identical to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns. Any purported assignment or delegation by either party in violation of the foregoing shall be null and void ab initio and of no force and effect.
- K. **Cure** - If at any time either Client or Consultant believes the terms of this Agreement are not being fully performed, prior to seeking or commencing any relief expressly permitted under this Agreement, the respective party shall notify the party in question of performance in writing of the specific nature of such claim, and the party receiving such notice shall have thirty (30) days from receipt of the notice to cure such claimed breach.



PX24

Attachment A

001601

GENES00526

- L. **Indemnification of Consultant** - Client agrees to indemnify, defend, and save and hold harmless Consultant, including its respective insurers, directors, officers, employees, agents, and representatives (collectively the "Indemnified Parties" and each an "Indemnified Party"), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all attorneys' fees and costs) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority, throughout the world, in connection with or relating to the matters referred to in this Agreement, resulting from or relating directly or indirectly to Client's breach of this Agreement. The foregoing indemnity specifically includes, but is not limited to, any breach of any representation, warranty, or covenant in this Agreement applicable to Client, and shall survive expiration or termination of this Agreement.
- M. **Indemnification of Client** - Consultant agrees to indemnify, defend, and save and hold harmless Client, including its respective insurers, directors, officers, employees, agents, and representatives (collectively the "Indemnified Parties" and each an "Indemnified Party"), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all attorneys' fees and costs) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority, throughout the world, as a direct result of the services exclusively performed by Consultant under the terms of this agreement, or the Consultants breach of this agreement. The foregoing indemnity specifically includes, but is not limited to, any breach of any representation, warranty, or covenant in this Agreement applicable to Client, and shall survive expiration or termination of this Agreement.
- N. **Survival** - Any Section in this Agreement that requires survival shall survive the termination of this Agreement for the maximum period permitted by applicable law.

[MG]

PX24

Attachment A

001602

GENES00527

O. **Client Data Management** - Unless Consultant receives Client's prior written consent, Consultant shall not: (i) access, process, or otherwise use Client's Data other than as necessary to facilitate Consultant's Services; (ii) give any of its employees access to Client Data except to the extent that such individuals needs access to Client Data to facilitate performance of Consultant under this Agreement; or (iii) give any other third-party access to Client Data except as necessary for such third-party to facilitate performance under this Agreement. Consultant shall not erase Client Data, or any copy thereof, without Client's express written consent and shall follow Client's written instructions regarding retention and erasure of Client Data so long as it does not interfere with the performance of Consultant's Services and performance under this Agreement. Client possesses and retains all right, title, and interest in and to Client Data, and Consultant's use and possession thereof is solely in furtherance of Consultant's Services and on Client's behalf. Consultant shall comply with all applicable laws and regulations governing the handling of Client Data and shall not engage in any activity that would place Client in violation of any applicable law, regulation, or government request, or judicial process.

P. **Waiver of Jury Trial** - EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN MATERIALLY INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

**PX24****Attachment A****001603**

Q. **Ministerial Services** – In furtherance of Client's obligations under Section 2, Consultant may offer Client guidance and referrals to third-party vendors. Additionally, Consultant may, in its discretion, and at no additional fee to Client, offer Client assistance in fulfilment of the obligations in Section 2 ("Ministerial Act"). Before Consultant commences any Ministerial Act, Consultant shall obtain Client's written consent. Client agrees to reimburse Consultant for expenses incurred in carrying out a Ministerial Act. In the event Consultant offers to engage in a Ministerial Act, Client hereby agrees to indemnify, defend and save and hold harmless Consultant from any cost, claim, damage or liability (including attorneys' fees and court costs) related to the Ministerial Act. Client also waives any claims against Consultant that may be related to the Ministerial Act. Client accepts that this indemnification and waiver of all liability related to the Ministerial Act is a material inducement for Consultant to make any offer to Client for such Ministerial Act, and without such indemnification and waiver from Client, Consultant would not make any such offer of assistance to Client to engage in the Ministerial Act. The foregoing indemnity of Client shall survive expiration of the Term of this Agreement or its earlier termination.

**14. DEFINITIONS -**

Words or phrases which are initially capitalized or are within quotation marks shall have the meanings as provided in Exhibit A of this Agreement, which is fully incorporated by reference and is a material part of this Agreement.

**EXHIBIT A**

1. "Cash Back" means any revenue derived from cash back programs like BeFrugal.
2. "Client Data" refers to any and all information processed or stored on computers or other electronic media by Consultant, by Client, or on Client's behalf, or provided to Consultant by Client to perform the Services contemplated under this Agreement; including: information on paper or other non-electronic media, information provided to Consultant by Client, and personally identifiable information from Client, Client affiliated third-parties, and other users.
3. The term "proprietary business information" means Consultant's valuable trade secrets and confidential business information regarding its brand, vendors, sources, suppliers, techniques, processes, products, services, including, but not limited to, information regarding e-commerce transactions, Amazon/Walmart transactions, training materials, marketing and advertising materials, trade or industrial practices, customer and client correspondence, internal memoranda, project files, marketing plans, distribution channels, and relationships with, and identities of, customers, investors, clients, buyers, sellers, brokers, agents, representatives, distributors, manufacturers, and managers, as well as financial information, business, marketing and operating information, geographic sales information, social media analytics, price comparison information, sales data, sales programs, sales volumes, sales conversion rates, sales methods and processes, sales proposals, products, services, training manuals, sales scripts, income information, profit information, operating procedures, pricing policies, strategic plans, intellectual property, information about Consultant's clients, employees and contractors, and other confidential or proprietary information related to Consultant.
4. The term "Stores" means the Client's wholly owned e-commerce location on the third-party Amazon.com/Walmart.com where products may be sold to third parties (there is no affiliation, endorsement, or sponsorship between Consultant and Amazon/Walmart).
5. "Net Profit" means the revenue, income, and sums owed to Client through the operation of Client's Store after deduction of (i) the cost of any goods sold in connection with Client's Store, and (ii) any Amazon/Walmart fees related to Client's



6. "Prohibited Action" means any affirmative action taken by Consultant which constitutes: (1) willful copyright infringement as defined under the U.S. Copyright Act or (2) late shipping of product, i.e., greater than five (5) days from the date of expected delivery of the goods, solely due to the fault of Consultant, and as to which the actions under (1) and (2) above have resulted in the Suspension of Client's Store
7. "Net Profit" means the revenue, income, and sums owed to Client through the operation of Client's Store after deduction of (i) the cost of any goods sold in connection with Client's Store, and (ii) any Amazon/Walmart fees related to Client's store.
8. "Prohibited Action" means any affirmative action taken by Consultant which constitutes: (1) willful copyright infringement as defined under the U.S. Copyright Act or (2) late shipping of product, i.e., greater than five (5) days from the date of expected delivery of the goods, solely due to the fault of Consultant, and as to which the actions under (1) and (2) above have resulted in the Suspension of Client's Store
9. "Pause" means the Store is considered in "Vacation Mode" due to a variety of reasons, including, but not limited to, insufficient credit available by Client to permit Consultant to render its services to Client as provided herein.
10. "Suspension" means an action or actions by Amazon/Walmart which inactivates or freeze Client's Stores, and which thereby results in an inability for Client to access Client's Stores which results in no access or sales activity through the Stores, other than where due to the occurrence of a Prohibited Action.
11. "Vacation Mode" means any action other than a breach of this Agreement by Client which results in a condition of Client's Stores where all sales activity in the Stores have been temporarily halted.
12. The term "Store" means the Client's wholly owned e-commerce location on the third-party Amazon.com/Walmart.com where products may be sold to third parties (there is no affiliation, endorsement, or sponsorship between Consultant and Amazon/Walmart).

## Signature Page

IN WITNESS WHEREOF, this Agreement is deemed executed as of the last execution date below.

**CLIENT:**

By: Matthew Genes authorized representative and agent for service of process Date:  
October 21, 2021

Principal of Client acknowledges and agrees to be bound by all of the provisions of this  
Agreement applicable to Client, as if expressly a party hereto. Accepted and Agreed to by  
Principal of Client:



Matthew Genes  
2021-10-21 10:49:20 (PDT)

Matthew Genes

**CONSULTANT:**

By: PASSIVE SCALING INC. Amanada Pereman, Operations Manager, authorized  
representative and agent for service of process.

Date: October 21, 2021



Amanada Pereman  
2021-10-21 10:18:45 (PDT)

Amanada Pereman

# EXHIBIT C

## To Affidavit of Matthew Genes



Matthew Genes &lt;matt@fitfactoryclubs.com&gt;

## MG E-Comm, LLC - Passive Scaling/Optimyze Digital Agreement

6 messages

Mark Kirker <mkirker@ckcadvisors.com>  
To: "Payments@OptimyzeDigital.com" <Payments@optimizedigital.com>, "info@PassiveScaling.com" <info@passivescaling.com>  
Cc: Matthew Genes <[REDACTED]>, Came Kirker <ckirker@ckcadvisors.com>

Thu, Oct 7, 2021 at 12:18 PM

All,

Please find a payment confirmation below for the \$50,000.00 wire released to arrive today, 10.7.21, related to the MG E-Comm, LLC executed agreement.

✓ Success. Payment Auto Approved  
ID 24  
Payee Name Passive Scaling, Inc.  
Payee Account [REDACTED]  
Payment Method Expedited Payment (Wire - additional fees apply)  
From Account [REDACTED]  
Payment Date 10/07/2021  
Comments MG E-Comm, LLC Agreement  
Payment Total 50,000.00 USD

Thank you.

Mark R. Kirker

Principal  
O: (214) 728-5120  
W: [www.ckcadvisors.com](http://www.ckcadvisors.com)

CONFIDENTIALITY NOTICE: This communication is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient of this information, you are notified that any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you are not the intended recipient, please notify the sender immediately.

Matthew Genes [REDACTED]  
To: Mark Kirker <mkirker@ckcadvisors.com>

Thu, Oct 7, 2021 at 1:39 PM

Thank you. V much sir.

[Quoted text hidden]

2 attachments

✓ Success. Payment Auto Approved  
ID 24  
Payee Name Passive Scaling, Inc.  
Payee Account [REDACTED]  
Payment Method Expedited Payment (Wire - additional fees apply)  
From Account [REDACTED]  
Payment Date 10/07/2021  
Comments MG E-Comm, LLC Agreement  
Payment Total 50,000.00 USD

image.png  
23K

✓ Success. Payment Auto Approved  
ID 24  
Payee Name Passive Scaling, Inc.  
Payee Account [REDACTED]  
Payment Method Expedited Payment (Wire - additional fees apply)  
From Account [REDACTED]  
Payment Date 10/07/2021  
Comments MG E-Comm, LLC Agreement  
Payment Total 50,000.00 USD

image.png  
23K

Mark Kirker <mkirker@ckcadvisors.com>  
To: Matthew Genes [REDACTED]

Thu, Oct 7, 2021 at 6:09 PM

This may have been meant for you.

Begin forwarded message:

From: Frances Schaper <payments@optimizedigital.com>  
Date: October 7, 2021 at 3:26:32 PM CDT  
To: Mark Kirker <mkirker@ckcadvisors.com>  
Subject: Re: MG E-Comm, LLC - Passive Scaling/Optimyze Digital Agreement

Hi Mark,

I hope you're well!

I just confirmed with Passive Scaling that they have received your payment.

Within

24 hours business hours you will receive your next steps for onboarding, as well as an email from Kerry Anne, our client success manager. She can be reached at support@optimizedigital.com and will be your go-to point of contact moving forward for any questions and concerns.

**PX24**

**Attachment A**

**001609**

Kind  
regards,

Frances

[Quoted text hidden]



### Payments

Optimye Digital LLC

[payments@optimyzedigital.com](mailto:payments@optimyzedigital.com)

[www.optimyzedigital.com](http://www.optimyzedigital.com)

3333 Michelson Dr. Suite 300, Irvine, CA

**Matthew Genes** [REDACTED]  
To: Mark Kirker <mkirker@ckcadvisors.com>  
Cc: "Roman Sterling H." <roman@optimyzedigital.com>

Thu, Oct 7, 2021 at 6:21 PM

Roman,

Can you make sure they know that I am the main contact, not Mark.

Thanks guys....

[Quoted text hidden]

---

### 2 attachments



image.png  
23K



image.png  
23K

**Roman Sterling H.** <roman@optimyzedigital.com>  
To: Matthew Genes  
Cc: Mark Kirker <mkirker@ckcadvisors.com>

Thu, Oct 7, 2021 at 6:44 PM

Matt,

Yes, we got that updated for you.

Kind regards,



Roman@Optimyzedigital.com

[www.Optimyzedigital.com](http://www.Optimyzedigital.com)

3333 Michelson Dr. Suite 300, Irvine, CA

[Quoted text hidden]

**Matthew Genes** [REDACTED]  
To: "Roman Sterling H." <roman@optimyzedigital.com>  
Cc: Mark Kirker <mkirker@ckcadvisors.com>

Thu, Oct 7, 2021 at 6:45 PM

Thank you.

[Quoted text hidden]

# EXHIBIT D

## To Affidavit of Matthew Genes

SOFT COST					INVENTORY COST					CC LINE INTEREST/FEES			AMAZON PAYMENTS		
DATE	VENDOR/CHARGE	DESCRIPTION	AMOUNT	PAY METHOD	DATE	VENDOR/CHARGE	DESCRIPTION	AMOUNT	PAY METHOD	DATE	CC LINE	AMOUNT	DATE	STORE	AMOUNT
10/7/2021	Passive Scaling	Up front fee	\$50,000.00	CASH Bank Transfer	12/08/2021	DAILY DISTRO LLC	PO-ZY724P	\$ 2,272.80	CASH Bank Transfer	12/31/2021	AMEX	\$ 595.00	02/04/2022	MG E-Comm	\$ -
10/29/2021	Amazon	Amazon fee	\$ 39.99	AMEX Credit Card	12/23/2021	DAILY DISTRO LLC	PO-NOXJGF	\$ 940.00	CASH Bank Transfer	12/31/2021	AMEX	\$ 81.12	2/18/2022	MG E-Comm	\$ 134.30
11/15/2021	State of Wyoming	Aged LLC	\$ 695.00	AMEX Credit Card	1/10/2022	DAILY DISTRO LLC(shippin	NO PO	\$ 84.50	AMEX Credit Card	1/31/2022	AMEX	\$ 15.80	3/4/2022	MG E-Comm	\$ 208.45
1/12/2022	Sale.support	Monthly Subscription	\$ 99.00	AMEX Credit Card	1/20/2022	DAILY DISTRO LLC	PO-CZSTBM	\$ 1,032.30	CASH Bank Transfer	2/28/2022	AMEX	\$ -	3/18/2022	MG E-Comm	\$ 53.92
1/25/2022	State of Wyoming	Resale Cert	\$ 3.60	AMEX Credit Card	2/11/2022	DAILY DISTRO LLC	PO-4TSGP	\$ 683.16	CASH Bank Transfer	3/30/2022	AMEX	\$ 44.18	4/29/2022	MG E-Comm	\$ 304.09
1/25/2022	State of Wyoming	Resale Cert	\$ 60.00	AMEX Credit Card	3/3/2022	MELIO 1HR DELIVERIES	PO-NLK36	\$ 124.84	AMEX Credit Card	4/30/2022	AMEX	\$ 27.66	5/27/2022	MG E-Comm	\$ 618.82
2/11/2022	Sale.support	Monthly Subscription	\$ 99.00	AMEX Credit Card	3/3/2022	KEHE DISTRIBUTORS	NO PO	\$ 1,780.83	AMEX Credit Card	5/31/2022	AMEX	\$ -	6/10/2022	MG E-Comm	\$ 686.01
02/25/2022	Sale.support	Monthly Subscription	\$ 99.00	AMEX Credit Card	3/17/2022	KEHE DISTRIBUTORS	NO PO	\$ 811.78	AMEX Credit Card	6/31/2022	AMEX	\$ 202.60	6/24/2022	MG E-Comm	\$ 482.57
3/23/2022	MELIO PAYMENT SERVICE	Fee 124.84	\$ 3.62	AMEX Credit Card	3/17/2022	KEHE DISTRIBUTORS	NO PO	\$ 83.50	AMEX Credit Card	7/24/2022	AMEX	\$ 171.15	7/8/2022	MG E-Comm	\$ 599.52
03/14/2022	Sale.support	Monthly Subscription	\$ 99.00	AMEX Credit Card	3/24/2022	MELIO 1HR DELIVERIES	NO PO	\$ 459.00	AMEX Credit Card				7/22/2022	MG E-Comm	\$ 596.81
3/24/2022	MELIO PAYMENT SERVICE	Fee 459.00	\$ 13.33	AMEX Credit Card	3/24/2022	KEHE DISTRIBUTORS	NO PO	\$ 1,358.20	AMEX Credit Card						
03/28/2022	Sale.support	Monthly Subscription	\$ 99.00	AMEX Credit Card	3/28/2022	DAILY DISTRO LLC	NO PO	\$ 28.03	AMEX Credit Card						
04/05/2022	Amazon	Amazon fee	\$ 39.99	AMEX Credit Card	4/13/2022	DAILY DISTRO LLC(shippin	NO PO	\$ 105.57	AMEX Credit Card						
04/14/2022	Sale.support	Monthly Subscription	\$ 99.00	AMEX Credit Card	4/25/2022	KEHE DISTRIBUTORS	NO PO	\$ 2,930.56	AMEX Credit Card						
04/28/2022	Sale.support	Monthly Subscription	\$ 99.00	AMEX Credit Card	4/26/2022	DAILY DISTRO LLC(shippin	NO PO	\$ 153.20	AMEX Credit Card						
05/03/2022	Amazon	Amazon fee	\$ 40.18	AMEX Credit Card	4/27/2022	TREE OF LIFE	NO PO	\$ 1,677.13	AMEX Credit Card						
05/19/2022	Sale.support	Monthly Subscription	\$ 99.00	AMEX Credit Card	5/6/2022	KEHE DISTRIBUTORS	NO PO	\$ 2,504.99	AMEX Credit Card						
07/12/2022	Amazon	Amazon fee	\$ 34.76	AMEX Credit Card	5/11/2022	KEHE DISTRIBUTORS	NO PO	\$ 2,504.99	AMEX Credit Card						
08/09/2022	Amazon	Monthly Subscription	\$ 37.16	AMEX Credit Card	5/20/2022	KEHE DISTRIBUTORS	NO PO	\$ 390.12	AMEX Credit Card						
08/09/2022	Sale.support	Monthly Subscription	\$ 99.00	AMEX Credit Card	5/25/2022	KEHE DISTRIBUTORS	NO PO	\$ 607.18	AMEX Credit Card						
08/11/2022	Sale.support	Monthly Subscription	\$ 99.00	AMEX Credit Card	5/27/2022	KEHE DISTRIBUTORS	NO PO	\$ 1,857.81	AMEX Credit Card						
09/02/2022	Amazon	Monthly Subscription	\$ 13.43	AMEX Credit Card	6/1/2022	KEHE DISTRIBUTORS	NO PO	\$ 755.12	AMEX Credit Card						
09/03/2022	Amazon	Monthly Subscription	\$ 10.34	AMEX Credit Card	6/10/2022	KEHE DISTRIBUTORS	NO PO	\$ (600.28)	AMEX Credit Card						
09/16/2022	Sale.support	Monthly Subscription	\$ 99.00	AMEX Credit Card											
09/20/2022	Sale.support	Monthly Subscription	\$ (99.00)	AMEX Credit Card											
08/09/2022	Sale.support	Monthly Subscription	\$ (99.00)	AMEX Credit Card											
08/11/2022	Sale.support	Monthly Subscription	\$ (99.00)	AMEX Credit Card											
09/16/2022	Sale.support	Monthly Subscription	\$ (99.00)	AMEX Credit Card											
09/30/2022	Amazon	Monthly Subscription	\$ 9.97	AMEX Credit Card											
09/30/2022	Amazon	Monthly Subscription	\$ 28.10	AMEX Credit Card											
10/16/2022	Sale.support	Monthly Subscription	\$ 99.00	AMEX Credit Card											
10/19/2022	Sale.support	Monthly Subscription	\$ (99.00)	AMEX Credit Card											

Total Soft Cost

51,722.47

Total Inventory Cost

22,545.33

Total

1,137.51

Total

3,684.49

Total All-In Cost	\$75,405.31
Total Amazon PYMNT	3,684.49
Remaining Invested	\$71,720.82

## EXHIBIT E

# To Affidavit of Matthew Genes



ACCOUNT ENDING - [REDACTED]

Business Platinum Card®

CARD MEMBER

MATTHEW GENES

**Card Activity from Oct 15, 2021 to Oct 18, 2022****Summary**

Payments & Credits	-\$17,791.30
New Charges	\$24,188.50
<b>Total</b>	<b>\$6,397.20</b>

**Transactions**

152 Transactions

DATE	DESCRIPTION	AMOUNT	
Oct 17, 2022	UPWORK 441 LOGUE AVE - MOUNTAIN VIEW CA 94043 (650) 316-7500 <a href="https://www.upwork.com/about">https://www.upwork.com/about</a>	UPWORK*-522788306REFSANTA CLARA Will appear on your Oct 24, 2022 statement as UPWORK*-522788306REFSANTA CLARA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION T522788306 EMPLOYMENT AGENCY	\$631.88
Oct 16, 2022 1.5X Points	SALES SUPPORT 78 JOHN MILLER WAY STE 2111  KEARNY NJ 07032 (917) 392-9040 <a href="http://www.sales.support">http://www.sales.support</a>	SALES SUPPORT NEW JEKEARNY NJ Will appear on your Oct 24, 2022 statement as SALES SUPPORT NEW JEKEARNY NJ  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1.5X on Other purchases  ADDITIONAL INFORMATION 73011552290 STEVEN@SALES.SUPPORT	\$99.00
Oct 5, 2022 Credit	ONLINE PAYMENT - THANK YOU	-\$229.00	
	Will appear on your Oct 24, 2022 statement as ONLINE PAYMENT - THANK YOU  CARD MATTHEW GENES  ADDITIONAL INFORMATION ONLINE PAYMENT - THANK YOU		
Oct 3, 2022	GODADDY.COM (480)505-8855 2155 EAST GODADDY WAY	GODADDY.COM 480-505-8855 AZ Will appear on your Oct 24, 2022 statement as GODADDY.COM 480-505-8855 AZ	\$40.72

**PX24****Attachment A****001614**

GENES00589

DATE		TYPE	AMOUNT
	TEMPE AZ 85284 (480) 463-8389 <a href="https://godaddy.com/help">https://godaddy.com/help</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	
		ADDITIONAL INFORMATION 2335741623 GODADDY.COM .COM Domain Name Registration - 2 Years	41
Sep 30, 2022	AMAZON.COM MEXICO MARKET PLACE MANUEL AVILA CAMACHO 36 LOMAS DE CHAPULTEPEC I SECCION MIGUEL HIDALGO MEXICO 11000	AMAZON MX MARKETPLACEMEXICO CITY  Will appear on your Oct 24, 2022 statement as AMAZON MX MARKETPLACEMEXICO CITY	\$13.56
		CARD MATTHEW GENES  FOREIGN TRANSACTION DETAILS Original Amount	
		272.32 Mexican Peso	14
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	
		ADDITIONAL INFORMATION pFlu7S88aFR GENERAL MERCHANDISE	
Sep 30, 2022	AMAZONCOM PAYMENTS- CA 181 BAY ST  TORONTO ON M5J 2T3 (800) 279-7234 <a href="https://www.amazon.ca/">https://www.amazon.ca/</a>	AMZN MKTP CA*146VH6JWWW.AMAZON.CA  Will appear on your Oct 24, 2022 statement as AMZN MKTP CA*146VH6JWWW.AMAZON.CA	\$9.97
		CARD MATTHEW GENES  FOREIGN TRANSACTION DETAILS Original Amount	
		13.61 Canadian Dollar	10
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	
		ADDITIONAL INFORMATION 24XTDG4Q5UV MERCHANDISE	
Sep 23, 2022	Credit	ADJ PURCHASE FIN CHG  Will appear on your Oct 24, 2022 statement as ADJ PURCHASE FIN CHG	-\$10.48
		CARD MATTHEW GENES  ADDITIONAL INFORMATION ADJ PURCHASE FIN CHG	
Sep 23, 2022		Interest Charge on Pay Over Time Purchases  Will appear on your Sep 23, 2022 statement as Interest Charge on Pay Over Time Purchases	\$157.89
		CARD MATTHEW GENES  ADDITIONAL INFORMATION Interest Charge on Pay Over Time Purchases	

DATE		DESCRIPTION	AMOUNT
Sep 20, 2022 Credit	<b>SALES SUPPORT</b> 78 JOHN MILLER WAY STE 2111  KEARNY NJ 07032 (917) 392-9040 http://www.sales.support	<b>SALES SUPPORT NEW JEKEARNY NJ</b> Will appear on your Sep 23, 2022 statement as SALES SUPPORT NEW JEKEARNY NJ  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS Points debited due to a return or merchant credit	-\$99.00  -149
Sep 16, 2022 1.5X Points	<b>SALES SUPPORT</b> 78 JOHN MILLER WAY STE 2111  KEARNY NJ 07032 (917) 392-9040 http://www.sales.support	<b>SALES SUPPORT NEW JEKEARNY NJ</b> Will appear on your Sep 23, 2022 statement as SALES SUPPORT NEW JEKEARNY NJ  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1.5X on Other purchases	\$99.00  149
Sep 16, 2022 Credit	<b>SALES SUPPORT</b> 78 JOHN MILLER WAY STE 2111  KEARNY NJ 07032 (917) 392-9040 http://www.sales.support	<b>SALES SUPPORT NEW JERSEY NJ</b> Will appear on your Oct 24, 2022 statement as SALES SUPPORT NEW JERSEY NJ  CARD MATTHEW GENES  ADDITIONAL INFORMATION SALES SUPPORT NEW JERSEY NJ	-\$99.00
Sep 5, 2022 Credit		<b>ONLINE PAYMENT - THANK YOU</b> Will appear on your Sep 23, 2022 statement as ONLINE PAYMENT - THANK YOU  CARD MATTHEW GENES  ADDITIONAL INFORMATION ONLINE PAYMENT - THANK YOU	-\$1,000.00
Sep 3, 2022	<b>AMAZONCOM PAYMENTS-CA</b> 181 BAY ST  TORONTO ON M5J 2T3 (800) 279-7234 https://www.amazon.ca/	<b>AMZN MKTP CA*1V50M5XWWW.AMAZON.CA</b> Will appear on your Sep 23, 2022 statement as AMZN MKTP CA*1V50M5XWWW.AMAZON.CA  CARD MATTHEW GENES  FOREIGN TRANSACTION DETAILS Original Amount 13.52 Canadian Dollar  MEMBERSHIP REWARDS POINTS 1X on Other purchases	\$10.34  10
		ADDITIONAL INFORMATION 38X03BZWB4R MERCHANDISE	

DATE		DESCRIPTION	AMOUNT
Sep 2, 2022	AMAZON.COM MEXICO MARKET PLACE MANUEL AVILA CAMACHO 36 LOMAS DE CHAPULTEPEC I SECCION MIGUEL HIDALGO MEXICO 11000	AMAZON MX MARKETPLACEMEXICO CITY  Will appear on your Sep 23, 2022 statement as AMAZON MX MARKETPLACEMEXICO CITY	\$13.43
	CARD MATTHEW GENES		
	FOREIGN TRANSACTION DETAILS Original Amount	270.48 Mexican Peso	
	MEMBERSHIP REWARDS POINTS 1X on Other purchases	13	
	ADDITIONAL INFORMATION 1gWMnmvfp07 GENERAL MERCHANDISE		
Aug 24, 2022		<b>Interest Charge on Pay Over Time Purchases</b>	\$162.29
		Will appear on your Aug 24, 2022 statement as Interest Charge on Pay Over Time Purchases	
	CARD MATTHEW GENES		
	ADDITIONAL INFORMATION Interest Charge on Pay Over Time Purchases		
Aug 18, 2022	Credit	<b>ONLINE PAYMENT - THANK YOU</b>	-\$253.00
		Will appear on your Aug 24, 2022 statement as ONLINE PAYMENT - THANK YOU	
	CARD MATTHEW GENES		
	ADDITIONAL INFORMATION ONLINE PAYMENT - THANK YOU		
Aug 11, 2022	SALES SUPPORT 1.5X Points	SALES SUPPORT NEW JEKEARNY NJ	\$99.00
	78 JOHN MILLER WAY STE 2111	Will appear on your Aug 24, 2022 statement as SALES SUPPORT NEW JEKEARNY NJ	
	CARD MATTHEW GENES		
	MEMBERSHIP REWARDS POINTS 1.5X on Other purchases	149	
	ADDITIONAL INFORMATION 73011552223 STEVEN@SALES.SUPPORT		
Aug 11, 2022	Credit	<b>SALES SUPPORT NEW JERSEY NJ</b>	-\$99.00
	78 JOHN MILLER WAY STE 2111	Will appear on your Oct 24, 2022 statement as SALES SUPPORT NEW JERSEY NJ	
	CARD MATTHEW GENES		
	ADDITIONAL INFORMATION SALES SUPPORT NEW JERSEY NJ		
Aug 9, 2022	AMAZON MARKEPLACE NA PA 410 TERRY AVE N	AMAZON MARKEPLACE NA PA  Will appear on your Aug 24, 2022 statement as AMAZON SELLER REPAY AMZN.COM/BILL WA	\$37.16

**Attachment A**

DATE		DESCRIPTION	AMOUNT
	SEATTLE WA 98109 (800) 201-7575 www.amzn.com/bill	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	
		ADDITIONAL INFORMATION 3KTXGWBGNQ1 BOOK STORES	37
Aug 9, 2022 1.5X Points	SALES SUPPORT 78 JOHN MILLER WAY STE 2111  KEARNY NJ 07032 (917) 392-9040 http://www.sales.support	SALES SUPPORT NEW JEKEARNY NJ  Will appear on your Aug 24, 2022 statement as SALES SUPPORT NEW JEKEARNY NJ	\$99.00
		CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1.5X on Other purchases	149
		ADDITIONAL INFORMATION 73011552221 STEVEN@SALES.SUPPORT	
Aug 9, 2022 Credit	SALES SUPPORT 78 JOHN MILLER WAY STE 2111  KEARNY NJ 07032 (917) 392-9040 http://www.sales.support	SALES SUPPORT NEW JERSEY NJ  Will appear on your Oct 24, 2022 statement as SALES SUPPORT NEW JERSEY NJ	-\$99.00
		CARD MATTHEW GENES  ADDITIONAL INFORMATION SALES SUPPORT NEW JERSEY NJ	
Jul 24, 2022 Credit		ADJ PURCHASE FIN CHG  Will appear on your Aug 24, 2022 statement as ADJ PURCHASE FIN CHG	-\$7.74
		CARD MATTHEW GENES  ADDITIONAL INFORMATION ADJ PURCHASE FIN CHG	
Jul 24, 2022		Interest Charge on Pay Over Time Purchases  Will appear on your Jul 24, 2022 statement as Interest Charge on Pay Over Time Purchases	\$171.15
		CARD MATTHEW GENES  ADDITIONAL INFORMATION Interest Charge on Pay Over Time Purchases	
Jul 18, 2022 Credit		ONLINE PAYMENT - THANK YOU  Will appear on your Jul 24, 2022 statement as ONLINE PAYMENT - THANK YOU	-\$1,000.00
		CARD MATTHEW GENES  ADDITIONAL INFORMATION ONLINE PAYMENT - THANK YOU	
Jul 13, 2022 Credit	AMAZON US PRIME 410 TERRY AVE N -	Amazon Prime Amazon.com WA  Will appear on your Aug 24, 2022 statement as Amazon Prime Amazon.com WA	-\$190.19

DATE		DESCRIPTION	AMOUNT
	SEATTLE WA 98109 (800) 201-7575 www.amzn.com/bill	CARD MATTHEW GENES  ADDITIONAL INFORMATION Amazon Prime Amazon.com WA	
Jul 13, 2022	<b>AMAZON US PRIME</b> 410 TERRY AVE N - SEATTLE WA 98109 (800) 201-7575 www.amzn.com/bill	<b>Amazon Prime Amazon.com WA</b> Will appear on your Jul 24, 2022 statement as Amazon Prime Amazon.com WA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 1THZPAB3PYL SHIPPINGCLUB	\$190.19
Jul 12, 2022	<b>AMAZON MARKEPLACE</b> <b>NA PA</b> 410 TERRY AVE N - SEATTLE WA 98109 (800) 201-7575 www.amzn.com/bill	<b>AMAZON MARKEPLACE NA PA</b> Will appear on your Jul 24, 2022 statement as AMAZON SELLER REPAY AMZN.COM/BILL WA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 2TXH0AP9X7D BOOK STORES	\$34.76
Jul 10, 2022 Credit	<b>AMAZON US PRIME</b> 410 TERRY AVE N - SEATTLE WA 98109 (800) 201-7575 www.amzn.com/bill	<b>Amazon Prime Amazon.com WA</b> Will appear on your Aug 24, 2022 statement as Amazon Prime Amazon.com WA  CARD MATTHEW GENES  ADDITIONAL INFORMATION Amazon Prime Amazon.com WA	-\$190.19
Jul 10, 2022	<b>AMAZON US PRIME</b> 410 TERRY AVE N - SEATTLE WA 98109 (800) 201-7575 www.amzn.com/bill	<b>Amazon Prime Amazon.com WA</b> Will appear on your Jul 24, 2022 statement as Amazon Prime Amazon.com WA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 75MSL732G6V SHIPPINGCLUB  NOTES I do not have a subscription on this card.	\$190.19
Jun 23, 2022		<b>Interest Charge on Pay Over Time Purchases</b> Will appear on your Jun 23, 2022 statement as Interest Charge on Pay Over Time Purchases	\$202.60

DATE		AMOUNT
	CARD	
	MATTHEW GENES	
	ADDITIONAL INFORMATION	
	Interest Charge on Pay Over Time Purchases	
Jun 20, 2022	ONLINE PAYMENT - THANK YOU	-\$2,000.00
Credit	Will appear on your Jun 23, 2022 statement as ONLINE PAYMENT - THANK YOU	
	CARD	
	MATTHEW GENES	
	ADDITIONAL INFORMATION	
	ONLINE PAYMENT - THANK YOU	
Jun 18, 2022	LATE FEE	\$39.00
	Will appear on your Jun 23, 2022 statement as LATE FEE	
	CARD	
	MATTHEW GENES	
	ADDITIONAL INFORMATION	
	LATE FEE	
Jun 10, 2022	Tree Of Life	KEHE DISTRIBUTORS, LROMEOWVILLE IL
Credit	12740 GRAN BAY PKWY	-\$600.28
	WEST	
	STE 2200	
	JACKSONVILLE	
	FL	
	32258-5494	
	(904) 807-1796	
	http://www.treeoflife.com	
	MEMBERSHIP REWARDS POINTS	
	Points debited due to a return or merchant credit	-600
	ADDITIONAL INFORMATION	
	83656310 904-807-1819	
Jun 2, 2022	PRIORITY PASS LOUNGES	PriorityPass.COM 972-735-0536 TX
	800-352-2834	\$32.00
	5204 TENNYSON PKWY	
	STE 500	
	PLANO	
	TX	
	75024-7142	
	(972) 735-0536	
	https://www.prioritypass.com	
	/	
	MEMBERSHIP REWARDS POINTS	
	1X on Other purchases	32
	ADDITIONAL INFORMATION	
	43432870133 VIP SERVICES	
Jun 1, 2022	Tree Of Life	KEHE DISTRIBUTORS, LROMEOWVILLE IL
	12740 GRAN BAY PKWY	\$755.12
	WEST	
	STE 2200	
	JACKSONVILLE	
	FL	
	32258-5494	
	(904) 807-1796	
	http://www.treeoflife.com	
	MEMBERSHIP REWARDS POINTS	
	1X on Other purchases	755
	ADDITIONAL INFORMATION	
	87105199 904-807-1819	
May 27, 2022	Tree Of Life	KEHE DISTRIBUTORS, LROMEOWVILLE IL
	12740 GRAN BAY PKWY	\$1,857.81
	WEST	
	STE 2200	
	Will appear on your Jun 23, 2022 statement as KEHE DISTRIBUTORS, LROMEOWVILLE IL	

Attachment A

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GENES00595

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AMOUNT

DATE			
	JACKSONVILLE FL 32258-5494 (904) 807-1796 <a href="http://www.treeoflife.com">http://www.treeoflife.com</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	 1,858
		ADDITIONAL INFORMATION 83302598 904-807-1819	
May 25, 2022	<b>Tree Of Life</b> 12740 GRAN BAY PKWY WEST STE 2200 JACKSONVILLE FL 32258-5494 (904) 807-1796 <a href="http://www.treeoflife.com">http://www.treeoflife.com</a>	<b>KEHE DISTRIBUTORS, LROMEOLVILLE IL</b>  Will appear on your Jun 23, 2022 statement as KEHE DISTRIBUTORS, LROMEOLVILLE IL	\$607.1
		CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	607
		ADDITIONAL INFORMATION 81935052 904-807-1819	
May 20, 2022	<b>Tree Of Life</b> 12740 GRAN BAY PKWY WEST STE 2200 JACKSONVILLE FL 32258-5494 (904) 807-1796 <a href="http://www.treeoflife.com">http://www.treeoflife.com</a>	<b>KEHE DISTRIBUTORS, LROMEOLVILLE IL</b>  Will appear on your May 24, 2022 statement as KEHE DISTRIBUTORS, LROMEOLVILLE IL	\$390.1
		CARD MATTHEW GENES  ADDITIONAL INFORMATION 49340341 904-807-1819	
May 19, 2022	<b>IN DAILY DISTRO</b> 4211 35TH ST  LONG ISLAND CITY NY 11101-2301 (201) 255-7995	<b>IN *DAILY DISTRO LLCLONG ISLAND CITY NY</b>  Will appear on your May 24, 2022 statement as IN *DAILY DISTRO LLCLONG ISLAND CITY NY	\$99.0
		CARD MATTHEW GENES  ADDITIONAL INFORMATION 1391AQJKNYY 2012557995	
May 18, 2022 Credit		<b>ONLINE PAYMENT - THANK YOU</b>  Will appear on your May 24, 2022 statement as ONLINE PAYMENT - THANK YOU	-\$2,230.5
		CARD MATTHEW GENES  ADDITIONAL INFORMATION ONLINE PAYMENT - THANK YOU	
May 6, 2022	<b>Tree Of Life</b> 12740 GRAN BAY PKWY WEST STE 2200 JACKSONVILLE FL 32258-5494 (904) 807-1796 <a href="http://www.treeoflife.com">http://www.treeoflife.com</a>	<b>KEHE DISTRIBUTORS, LROMEOLVILLE IL</b>  Will appear on your May 24, 2022 statement as KEHE DISTRIBUTORS, LROMEOLVILLE IL	\$2,504.9
		CARD MATTHEW GENES  ADDITIONAL INFORMATION 80130547 904-807-1819	
May 3, 2022	<b>AMAZON MARKEPLACE NA PA</b> 410 TERRY AVE N	<b>AMAZON MARKEPLACE NA PA</b>  Will appear on your May 24, 2022 statement as AMAZON SELLER REPAY AMZN.COM/BILL WA	\$40.1

DATE		AMOUNT
	SEATTLE WA 98109 (800) 201-7575 www.amazon.com/bill	CARD MATTHEW GENES  ADDITIONAL INFORMATION 7HSSEW3ODYQ BOOK STORES
Apr 28, 2022	IN DAILY DISTRO 4211 35TH ST	IN *DAILY DISTRO LLCLONG ISLAND CITY NY \$99.00 Will appear on your May 24, 2022 statement as IN *DAILY DISTRO LLCLONG ISLAND CITY NY
	LONG ISLAND CITY NY 11101-2301 (201) 255-7995	CARD MATTHEW GENES  ADDITIONAL INFORMATION 119IAQGU8FD 2012557995
Apr 27, 2022	Tree Of Life 12740 GRAN BAY PKWY WEST STE 2200 JACKSONVILLE FL 32258-5494 (904) 807-1796 http://www.treeoflife.com	KEHE DISTRIBUTORS, LROMEOWILLE IL \$1,677.13 Will appear on your May 24, 2022 statement as KEHE DISTRIBUTORS, LROMEOWILLE IL  CARD MATTHEW GENES  ADDITIONAL INFORMATION 82916182 904-807-1819
Apr 26, 2022	IN DAILY DISTRO 4211 35TH ST	IN *DAILY DISTRO LLCLONG ISLAND CITY NY \$153.20 Will appear on your May 24, 2022 statement as IN *DAILY DISTRO LLCLONG ISLAND CITY NY
	LONG ISLAND CITY NY 11101-2301 (201) 255-7995	CARD MATTHEW GENES  ADDITIONAL INFORMATION 117IAQGK8NS 2012557995
Apr 25, 2022	Tree Of Life 12740 GRAN BAY PKWY WEST STE 2200 JACKSONVILLE FL 32258-5494 (904) 807-1796 http://www.treeoflife.com	KEHE DISTRIBUTORS, LROMEOWILLE IL \$2,930.56 Will appear on your May 24, 2022 statement as KEHE DISTRIBUTORS, LROMEOWILLE IL  CARD MATTHEW GENES  ADDITIONAL INFORMATION 81137809 904-807-1819
Apr 22, 2022		Interest Charge on Pay Over Time Purchases \$27.66 Will appear on your Apr 22, 2022 statement as Interest Charge on Pay Over Time Purchases  CARD MATTHEW GENES  ADDITIONAL INFORMATION Interest Charge on Pay Over Time Purchases
Apr 14, 2022	IN DAILY DISTRO 4211 35TH ST	IN *DAILY DISTRO LLCLONG ISLAND CITY NY \$99.00 Will appear on your Apr 22, 2022 statement as IN *DAILY DISTRO LLCLONG ISLAND CITY NY
	LONG ISLAND CITY NY 11101-2301 (201) 255-7995	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases 99  ADDITIONAL INFORMATION 105IAQF5Q0J 2012557995

DATE		DESCRIPTION	AMOUNT
Apr 13, 2022	IN DAILY DISTRO 4211 35TH ST	IN *DAILY DISTRO LLCLONG ISLAND CITY NY Will appear on your Apr 22, 2022 statement as IN *DAILY DISTRO LLCLONG ISLAND CITY NY	\$105.57
	LONG ISLAND CITY NY 11101-2301 (201) 255-7995	CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	106
		ADDITIONAL INFORMATION 104IAQF0C65 2012557995	
Apr 5, 2022	AMAZON MARKEPLACE NA PA 410 TERRY AVE N	AMAZON MARKEPLACE NA PA Will appear on your Apr 22, 2022 statement as AMAZON SELLER REPAY AMZN.COM/BILL WA	\$39.99
	SEATTLE WA 98109 (800) 201-7575 www.amzn.com/bill	CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	40
		ADDITIONAL INFORMATION 4DPHAJKW8TJ BOOK STORES	
Apr 3, 2022	Credit	ONLINE PAYMENT - THANK YOU Will appear on your Apr 22, 2022 statement as ONLINE PAYMENT - THANK YOU	-\$3,061.70
		CARD MATTHEW GENES	
		ADDITIONAL INFORMATION ONLINE PAYMENT - THANK YOU	
Mar 28, 2022	IN DAILY DISTRO 4211 35TH ST	IN *DAILY DISTRO LLCLONG ISLAND CITY NY Will appear on your Apr 22, 2022 statement as IN *DAILY DISTRO LLCLONG ISLAND CITY NY	\$28.03
	LONG ISLAND CITY NY 11101-2301 (201) 255-7995	CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	28
		ADDITIONAL INFORMATION 088IAQCTM6R 2012557995	
Mar 28, 2022	IN DAILY DISTRO 4211 35TH ST	IN *DAILY DISTRO LLCLONG ISLAND CITY NY Will appear on your Apr 22, 2022 statement as IN *DAILY DISTRO LLCLONG ISLAND CITY NY	\$99.00
	LONG ISLAND CITY NY 11101-2301 (201) 255-7995	CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	99
		ADDITIONAL INFORMATION 088IAQCTZV6 2012557995	
Mar 24, 2022	Interest Charge on Pay Over Time Purchases		\$44.18
		Will appear on your Mar 24, 2022 statement as Interest Charge on Pay Over Time Purchases	

DATE		DESCRIPTION	AMOUNT
		CARD MATTHEW GENES	
		ADDITIONAL INFORMATION Interest Charge on Pay Over Time Purchases	
Mar 24, 2022	Tree Of Life 12740 GRAN BAY PKWY WEST STE 2200 JACKSONVILLE FL 32258-5494 (904) 807-1796 <a href="http://www.treeoflife.com">http://www.treeoflife.com</a>	KEHE DISTRIBUTORS, LROMEOLVILLE IL Will appear on your Apr 22, 2022 statement as KEHE DISTRIBUTORS, LROMEOLVILLE IL	\$1,358.20
		CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	1,358
		ADDITIONAL INFORMATION 80623541 904-807-1819	
Mar 24, 2022 1.5X Points	MELIO 124 EAST 14TH ST FLOOR 15  NEW YORK NY 10003 (646) 741-7497 <a href="https://meliocompany.com/contact-newyork/">https://meliocompany.com/contact-newyork/</a>	MELIO1HR DELIVERIES NEW YORK NY Will appear on your Apr 22, 2022 statement as MELIO1HR DELIVERIES NEW YORK NY	\$459.72
		CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1.5X on Other purchases	690
		ADDITIONAL INFORMATION 08UJFQ8V3FN <a href="HTTPS://WWW.MELIOPAYM">HTTPS://WWW.MELIOPAYM</a> <a href="HTTPS://WWW.MELIOPAYMENTS">HTTPS://WWW.MELIOPAYMENTS</a>	
Mar 24, 2022	MELIO 124 EAST 14TH ST FLOOR 15  NEW YORK NY 10003 (646) 741-7497 <a href="https://www.meliopayments.com/">https://www.meliopayments.com/</a>	MELIOMELIO NEW YORK NY Will appear on your Apr 22, 2022 statement as MELIOMELIO NEW YORK NY	\$13.33
		CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	13
		ADDITIONAL INFORMATION 076JFQWWT26 <a href="HTTPS://WWW.MELIOPAYM">HTTPS://WWW.MELIOPAYM</a> <a href="HTTPS://WWW.MELIOPAYMENTS">HTTPS://WWW.MELIOPAYMENTS</a>	
Mar 19, 2022 Credit		ONLINE PAYMENT - THANK YOU Will appear on your Mar 24, 2022 statement as ONLINE PAYMENT - THANK YOU	-\$694.15
		CARD MATTHEW GENES	
		ADDITIONAL INFORMATION ONLINE PAYMENT - THANK YOU	
Mar 17, 2022	Tree Of Life 12740 GRAN BAY PKWY WEST STE 2200 JACKSONVILLE FL 32258-5494 (904) 807-1796 <a href="http://www.treeoflife.com">http://www.treeoflife.com</a>	KEHE DISTRIBUTORS, LROMEOLVILLE IL Will appear on your Mar 24, 2022 statement as KEHE DISTRIBUTORS, LROMEOLVILLE IL	\$83.50
		CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	84
		ADDITIONAL INFORMATION 16448234594 907-1819	

DATE		DESCRIPTION	AMOUNT
Mar 17, 2022	Tree Of Life 12740 GRAN BAY PKWY WEST STE 2200 JACKSONVILLE FL 32258-5494 (904) 807-1796 <a href="http://www.treeoflife.com">http://www.treeoflife.com</a>	KEHE DISTRIBUTORS, LROMEOWILLE IL Will appear on your Mar 24, 2022 statement as KEHE DISTRIBUTORS, LROMEOWILLE IL  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 86833667 904-807-1819	\$811.78
Mar 14, 2022	IN DAILY DISTRO 4211 35TH ST  LONG ISLAND CITY NY 11101-2301 (201) 255-7995	IN *DAILY DISTRO LLC LONG ISLAND CITY NY Will appear on your Mar 24, 2022 statement as IN *DAILY DISTRO LLC LONG ISLAND CITY NY  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 074IAQB6KAL 2012557995	\$99.00
Mar 4, 2022 Credit	AUDIBLE 1 WASHINGTON PARK  NEWARK NJ 07102-3122 (888) 283-5051 <a href="https://www.audible.com/contactus">https://www.audible.com/contactus</a>	Audible audible.com NJ Will appear on your Mar 24, 2022 statement as Audible audible.com NJ  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS Points debited due to a return or merchant credit  ADDITIONAL INFORMATION 3A8AOI2GLWB AUDIO BOOKS	-\$14.95
Mar 4, 2022 Credit	AUDIBLE 1 WASHINGTON PARK  NEWARK NJ 07102-3122 (888) 283-5051 <a href="https://www.audible.com/contactus">https://www.audible.com/contactus</a>	Audible audible.com NJ Will appear on your Mar 24, 2022 statement as Audible audible.com NJ  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS Points debited due to a return or merchant credit  ADDITIONAL INFORMATION 1L4XCL2YGD8 AUDIO BOOKS	-\$14.95
Mar 4, 2022 Credit	AUDIBLE 1 WASHINGTON PARK  NEWARK NJ 07102-3122 (888) 283-5051 <a href="https://www.audible.com/contactus">https://www.audible.com/contactus</a>	Audible audible.com NJ Will appear on your Mar 24, 2022 statement as Audible audible.com NJ  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS Points debited due to a return or merchant credit  ADDITIONAL INFORMATION 2DKMMY15Q3Z AUDIO BOOKS	-\$14.95
Mar 3, 2022	Tree Of Life 12740 GRAN BAY PKWY WEST STE 2200	KEHE DISTRIBUTORS, LROMEOWILLE IL Will appear on your Mar 24, 2022 statement as KEHE DISTRIBUTORS, LROMEOWILLE IL	\$1,780.83

DATE		AMOUNT
	JACKSONVILLE FL 32258-5494 (904) 807-1796 <a href="http://www.treeoflife.com">http://www.treeoflife.com</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases <b>1,781</b>
		ADDITIONAL INFORMATION 70515498 904-807-1819
Mar 3, 2022 1.5X Points	MELIO 124 EAST 14TH ST FLOOR 15  NEW YORK NY 10003 (646) 741-7497 <a href="https://meliocompany.com/contact-newyork/">https://meliocompany.com/contact-newyork/</a>	<b>MELIO1HR DELIVERIES NEW YORK NY</b> <b>\$124.84</b>  Will appear on your Mar 24, 2022 statement as MELIO1HR DELIVERIES NEW YORK NY
		CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1.5X on Other purchases <b>188</b>
		ADDITIONAL INFORMATION 08UJE4A1Q9A <a href="HTTPS://WWW.MELIOPAYM">HTTPS://WWW.MELIOPAYM</a> <a href="HTTPS://WWW.MELIOPAYMENTS">HTTPS://WWW.MELIOPAYMENTS</a>
Mar 3, 2022	MELIO PAYMENTS 6070 POPLAR AVE STE 100  MEMPHIS TN 38119 (901) 624-5500	<b>MELIOMELIO WEST MEMPHIS AR</b> <b>\$3.62</b>  Will appear on your Mar 24, 2022 statement as MELIOMELIO WEST MEMPHIS AR
		CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases <b>4</b>
		ADDITIONAL INFORMATION 07XJE4DFWR6 <a href="HTTPS://WWW.MELIOPAYM">HTTPS://WWW.MELIOPAYM</a> <a href="HTTPS://WWW.MELIOPAYMENTS">HTTPS://WWW.MELIOPAYMENTS</a>
Feb 28, 2022	AUDIBLE 1 WASHINGTON PARK  NEWARK NJ 07102-3122 (888) 283-5051 <a href="https://www.audible.com/contactus">https://www.audible.com/contactus</a>	<b>Audible audible.com NJ</b> <b>\$14.95</b>  Will appear on your Mar 24, 2022 statement as Audible audible.com NJ
		CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases <b>15</b>
		ADDITIONAL INFORMATION 6GUQTVV9HHM AUDIO BOOKS
Feb 25, 2022	IN DAILY DISTRO 4211 35TH ST  LONG ISLAND CITY NY 11101-2301 (201) 255-7995	<b>IN *DAILY DISTRO LLCLONG ISLAND CITY NY</b> <b>\$99.00</b>  Will appear on your Mar 24, 2022 statement as IN *DAILY DISTRO LLCLONG ISLAND CITY NY
		CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases <b>99</b>
		ADDITIONAL INFORMATION 057IAQ983KY 2012557995
Feb 13, 2022	MASTROS-OCEAN CLUB BOST 25 FAN PIER BLVD	<b>MASTROS OC BOSTON 12BOSTON MA</b> <b>\$428.49</b>  Will appear on your Feb 21, 2022 statement as MASTROS OC BOSTON 12BOSTON MA

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DATE			AMOUNT
	BOSTON MA 02210 (617) 530-1925 www.mastrosresta...	CARD  MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 90031 90031 02210 RESTAURANT	
Feb 13, 2022	UBER 1455 Market St 400 -  SAN FRANCISCO CA 94103 (866) 576-1039 https://www.uber.com/	UBER  Will appear on your Feb 21, 2022 statement as UBER TRIP SAN FRANCISCO CA  CARD  MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 6B469JXC RZOO3GDK 02210	428  26  \$25.83
Feb 13, 2022	UBER 1455 Market St 400 -  SAN FRANCISCO CA 94103 (866) 576-1039 https://www.uber.com/	UBER  Will appear on your Feb 21, 2022 statement as UBER TRIP SAN FRANCISCO CA  CARD  MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION CX7CP0D0 HHGQR457 02109	31  \$30.88
Feb 13, 2022	UBER 1455 Market St 400 -  SAN FRANCISCO CA 94103 (866) 576-1039 https://www.uber.com/	UBER  Will appear on your Feb 21, 2022 statement as UBER TRIP SAN FRANCISCO CA  CARD  MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION PK2C68WX Q2HVI7HC 02169	56  \$56.28
Feb 12, 2022	DAVIOS NORTHERN ITALIAN STEAK HOUSE 50 LIBERTY DR STE 400  BOSTON MA 02210 (617) 261-4810 http://davios.com/seaport	DAVIOS NORTHERN ITALBOSTON MA  Will appear on your Feb 21, 2022 statement as DAVIOS NORTHERN ITALBOSTON MA  CARD  MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 1928 508-888-8788	56  99  \$98.52
Feb 11, 2022	IN DAILY DISTRO 4211 35TH ST	IN *DAILY DISTRO LLCLONG ISLAND CITY NY  Will appear on your Feb 21, 2022 statement as IN *DAILY DISTRO LLCLONG ISLAND CITY NY	99  \$99.00

DATE		TYPE	AMOUNT
	LONG ISLAND CITY NY 11101-2301 (201) 255-7995	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	99
		ADDITIONAL INFORMATION 043IAQ7PQM7 2012557995	
Feb 6, 2022	Credit	<b>ONLINE PAYMENT - THANK YOU</b>  Will appear on your Feb 21, 2022 statement as ONLINE PAYMENT - THANK YOU	-\$292.80
		CARD MATTHEW GENES  ADDITIONAL INFORMATION ONLINE PAYMENT - THANK YOU	
Jan 28, 2022	AUDIBLE 1 WASHINGTON PARK  NEWARK NJ 07102-3122 (888) 283-5051 <a href="https://www.audible.com/con tactus">https://www.audible.com/con tactus</a>	Audible audible.com NJ  Will appear on your Feb 21, 2022 statement as Audible audible.com NJ  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	\$14.95 15
		ADDITIONAL INFORMATION 3QCWYGJHP6M AUDIO BOOKS	
Jan 25, 2022	WYOMING DEPARTMENT OF REVENUE 122 WEST 25TH ST HERSCHLER BLDG 3E CHEYENNE WY 82002 (307) 777-5275 <a href="http://revenue.wyo.gov">http://revenue.wyo.gov</a>	WYOMING DEPARTMENT OCHEYENNE WY  Will appear on your Feb 21, 2022 statement as WYOMING DEPARTMENT OCHEYENNE WY  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	\$60.00 60
		ADDITIONAL INFORMATION 73011002026 CHRISTIE.YUREK@WYO.GOV CHRISTIE.YUREK@WYO.GOV	
Jan 25, 2022	WYOMING DEPARTMENT OF REVENUE 12884 SOUTH FRONTRUNNER BLVD STE 220 DRAPER UT 84020 (801) 999-4323 <a href="https://www.convenientpayments.com">https://www.convenientpayments.com</a>	WYOMING DEPARTMENT ODRAPER UT  Will appear on your Feb 21, 2022 statement as WYOMING DEPARTMENT ODRAPER UT  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	\$3.60 4
		ADDITIONAL INFORMATION 73011002025 SUPPORT@CONVENIENTPAY SUPPORT@CONVENIENTPAYMENT	
Jan 24, 2022	Credit	<b>ADJ REDIST PURCHASE BAL</b>  Will appear on your Jan 24, 2022 statement as ADJ REDIST PURCHASE BAL	-\$132.80

DATE		DESCRIPTION	AMOUNT
		CARD MATTHEW GENES	
		ADDITIONAL INFORMATION ADJ REDIST PURCHASE BAL	
Jan 24, 2022		<b>DR ADJ REDIST CADV PRIN</b>	<b>\$132.80</b>
		Will appear on your Jan 24, 2022 statement as DR ADJ REDIST CADV PRIN	
		CARD MATTHEW GENES	
		ADDITIONAL INFORMATION DR ADJ REDIST CADV PRIN	
Jan 24, 2022		<b>Interest Charge on Pay Over Time Purchases</b>	<b>\$15.80</b>
		Will appear on your Jan 24, 2022 statement as Interest Charge on Pay Over Time Purchases	
		CARD MATTHEW GENES	
		ADDITIONAL INFORMATION Interest Charge on Pay Over Time Purchases	
Jan 12, 2022	IN DAILY DISTRO 4211 35TH ST  LONG ISLAND CITY NY 11101-2301 (201) 255-7995	IN *DAILY DISTRO LLCLONG ISLAND CITY NY  Will appear on your Jan 24, 2022 statement as IN *DAILY DISTRO LLCLONG ISLAND CITY NY	\$99.00
		CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	99
		ADDITIONAL INFORMATION 013IAQ4H8IB 2012557995	
Jan 10, 2022	IN DAILY DISTRO 4211 35TH ST  LONG ISLAND CITY NY 11101-2301 (201) 255-7995	IN *DAILY DISTRO LLCLONG ISLAND CITY NY  Will appear on your Jan 24, 2022 statement as IN *DAILY DISTRO LLCLONG ISLAND CITY NY	\$84.50
		CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	85
		ADDITIONAL INFORMATION 011IAQ4969T 2012557995	
Jan 9, 2022	Credit	<b>ONLINE PAYMENT - THANK YOU</b>	<b>-\$1,725.61</b>
		Will appear on your Jan 24, 2022 statement as ONLINE PAYMENT - THANK YOU	
		CARD MATTHEW GENES	
		ADDITIONAL INFORMATION ONLINE PAYMENT - THANK YOU	
Dec 28, 2021	AUDIBLE 1 WASHINGTON PARK	Audible audible.com NJ  Will appear on your Jan 24, 2022 statement as Audible audible.com NJ	\$14.95

DATE		TYPE	AMOUNT
	NEWARK NJ 07102-3122 (888) 283-5051 <a href="https://www audible com/con tactus">https://www audible com/con tactus</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	
		ADDITIONAL INFORMATION 713X62UL50M AUDIO BOOKS	15
Dec 24, 2021		<b>Interest Charge on Pay Over Time Purchases</b>  Will appear on your Dec 24, 2021 statement as Interest Charge on Pay Over Time Purchases	\$49.11
		CARD MATTHEW GENES  ADDITIONAL INFORMATION Interest Charge on Pay Over Time Purchases	
Dec 18, 2021	<b>AMAZON MARKETPLACE PAYMENTS</b> 440 TERRY AVE N  SEATTLE WA 98109 (800) 201-7575 <a href="https://www.amazon.com/gp/help/customer/display.html?nodeId=508510&amp;ref_=nav_em_cs_help_0_1_1_52">https://www.amazon.com/gp/help/customer/display.html?nodeId=508510&amp;ref_=nav_em_cs_help_0_1_1_52</a>	<b>AMAZON MKTPLACE PMTSSEATTLE WA</b>  Will appear on your Dec 24, 2021 statement as AMAZON MKTPLACE PMTSSEATTLE WA	\$132.80
		CARD MATTHEW GENES  ADDITIONAL INFORMATION LF8JF9PRT1M GENERAL MERCHANDISE	
Dec 18, 2021 Credit	<b>AMERICAN EXPRESS INTERNAL TRANSACTION</b>	<b>AMAZON SHOP WITH POINTS CREDIT</b>  Will appear on your Jan 24, 2022 statement as AMAZON SHOP WITH POINTS CREDIT	-\$132.80
		CARD MATTHEW GENES  ADDITIONAL INFORMATION AMAZON SHOP WITH POINTS CREDIT	
Dec 13, 2021	<b>IN DAILY DISTRO</b> 4211 35TH ST  LONG ISLAND CITY NY 11101-2301 (201) 255-7995	<b>IN *DAILY DISTRO LLCLONG ISLAND CITY NY</b>  Will appear on your Dec 24, 2021 statement as IN *DAILY DISTRO LLCLONG ISLAND CITY NY	\$99.00
		CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	99
		ADDITIONAL INFORMATION 347IAQ12LS4 2012557995	
Dec 12, 2021 Credit		<b>ONLINE PAYMENT - THANK YOU</b>  Will appear on your Dec 24, 2021 statement as ONLINE PAYMENT - THANK YOU	-\$1,909.00
		CARD MATTHEW GENES  ADDITIONAL INFORMATION ONLINE PAYMENT - THANK YOU	
Nov 23, 2021		<b>Interest Charge on Pay Over Time Purchases</b>  Will appear on your Nov 23, 2021 statement as Interest Charge on Pay Over Time Purchases	\$32.01

DATE		AMOUNT	
	CARD MATTHEW GENES		
	ADDITIONAL INFORMATION Interest Charge on Pay Over Time Purchases		
Nov 21, 2021	<b>BURGER KING</b> 1333 HINGHAM ST  ROCKLAND MA 02370 (781) 878-6717 <a href="https://www.bk.com/">https://www.bk.com/</a>	<b>BURGER KING ROCKLAND MA</b> Will appear on your Nov 23, 2021 statement as BURGER KING ROCKLAND MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases <b>5</b>  ADDITIONAL INFORMATION 010940 281-207-2700	<b>\$5.34</b>
Nov 21, 2021	<b>EXXONMOBIL CAT OUTSIDE</b> - (800) 243-9966 TX 77389 (800) 243-9966 <a href="https://www.exxon.com/en/contact-us">https://www.exxon.com/en/contact-us</a>	<b>EXXONMOBIL 9745 BRAINTREE MA</b> Will appear on your Nov 23, 2021 statement as EXXONMOBIL 9745 BRAINTREE MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases <b>86</b>  ADDITIONAL INFORMATION 00078154 781-849-0880	<b>\$85.77</b>
Nov 21, 2021	<b>GRANITE PACKAGE STORE</b> 622 MIDDLE ST  EAST WEYMOUTH MA 02189 (781) 335-5173 <a href="http://www.graniteliquors.com">http://www.graniteliquors.com</a>	<b>GRANITE PACKAGE STORWEYMOUTH MA</b> Will appear on your Nov 23, 2021 statement as GRANITE PACKAGE STORWEYMOUTH MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases <b>47</b>  ADDITIONAL INFORMATION 31099531325 LIQUOR STORE	<b>\$46.97</b>
Nov 21, 2021	<b>SHAWS</b> 610 MIDDLE ST  EAST WEYMOUTH MA 02189 (781) 331-5108 <a href="http://www.shaws.com">www.shaws.com</a>	<b>SHAWS 3413 3413 WEYMOUTH MA</b> Will appear on your Nov 23, 2021 statement as SHAWS 3413 3413 WEYMOUTH MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases <b>23</b>  ADDITIONAL INFORMATION 34130002 800-898-4027	<b>\$22.98</b>
Nov 21, 2021	<b>TARGET T2693</b> 250 GRANITE ST STE 121  BRAINTREE MA 02184-2813 (800) 440-0680 <a href="http://www.target.com">www.target.com</a>	<b>TARGET BRAINTREE MA</b> Will appear on your Nov 23, 2021 statement as TARGET BRAINTREE MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases <b>15</b>  ADDITIONAL INFORMATION 11116211000000000000	<b>\$14.64</b>

DATE		DESCRIPTION	AMOUNT
Nov 19, 2021	GRANITE PACKAGE STORE 622 MIDDLE ST  EAST WEYMOUTH MA 02189 (781) 335-5173 http://www.graniteliquors.com	GRANITE PACKAGE STORWEYMOUTH MA  Will appear on your Nov 23, 2021 statement as GRANITE PACKAGE STORWEYMOUTH MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 31099531323 LIQUOR STORE	\$27.98
Nov 18, 2021	LYNNS VARIETY STORE 915 WASHINGTON ST  WEYMOUTH MA 02189 (781) 331-0104 http://lynnsvariety.com/	LYNNS VARIETY STORE WEYMOUTH MA  Will appear on your Nov 23, 2021 statement as LYNNS VARIETY STORE WEYMOUTH MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 73011001322 SAUMIL1227@GMAIL.COM	\$32.98
Nov 17, 2021	BRAINTREE LIQUORS 396 WASHINGTON ST  BRAINTREE MA 02184 (781) 843-1383 www.braintreelabs.com	BRAINTREE LIQUORS 92BRAINTREE MA  Will appear on your Nov 23, 2021 statement as BRAINTREE LIQUORS 92BRAINTREE MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 73011001321 HF396@HOTMAIL.COM	\$31.58
Nov 17, 2021	GUSTO PIZZA 1305 PLEASANT ST  EAST WEYMOUTH MA 02189 (781) 335-0295 https://www.gustopizza.net/	GUSTO PIZZA 6500001EAST WEYMOUTH MA  Will appear on your Nov 23, 2021 statement as GUSTO PIZZA 6500001EAST WEYMOUTH MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 10156320211 7813350295	\$39.80
Nov 15, 2021	BRAINTREE LIQUORS 396 WASHINGTON ST  BRAINTREE MA 02184 (781) 843-1383 www.braintreelabs.com	BRAINTREE LIQUORS 92BRAINTREE MA  Will appear on your Nov 23, 2021 statement as BRAINTREE LIQUORS 92BRAINTREE MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 73011001319 HF396@HOTMAIL.COM	\$31.58
Nov 15, 2021	CORPORATIONS TODAY 1712 PIONEER AVE STE 101	CORPORATIONS TODAY 4CHEYENNE WY  Will appear on your Nov 23, 2021 statement as CORPORATIONS TODAY 4CHEYENNE WY	\$695.00

**Attachment A**

DATE		DESCRIPTION	AMOUNT
	CHEYENNE WY 82001 (307) 632-1800 <a href="http://corporationstoday.com/">http://corporationstoday.com/</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	
		ADDITIONAL INFORMATION 73011001319 GERALD@WYOMINGCOMPANY GERALD@WYOMINGCOMPANY.COM	695
Nov 14, 2021 Credit	THE HOME DEPOT 1149 HINGHAM ST STE 1	THE HOME DEPOT ROCKLAND MA  Will appear on your Nov 23, 2021 statement as THE HOME DEPOT ROCKLAND MA	-\$19.65
	ROCKLAND MA 02370 (800) 654-0688 <a href="http://homedepot.com">http://homedepot.com</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS Points debited due to a return or merchant credit	-20
		ADDITIONAL INFORMATION 11140265043 800-654-0688	
Nov 14, 2021	WALGREENS 750 WASHINGTON ST	WALGREENS WEYMOUTH MA  Will appear on your Nov 23, 2021 statement as WALGREENS WEYMOUTH MA	\$31.97
	WEYMOUTH MA 02188 (800) 289-2273 <a href="http://www.walgreens.com">http://www.walgreens.com</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	32
		ADDITIONAL INFORMATION 99999991319 8002892273	
Nov 14, 2021	WHOLE FOODS 94 DERBY ST STE 200	WHOLE FOODS MARKET HINGHAM MA  Will appear on your Nov 23, 2021 statement as WHOLE FOODS MARKET HINGHAM MA	\$19.49
	HINGHAM MA 02043 (781) 741-8050 <a href="http://www.wholefoodsmarket.com">http://www.wholefoodsmarket.com</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	19
		ADDITIONAL INFORMATION 01DQRFYSEDV 7817418050	
Nov 13, 2021	GRANITE PACKAGE STORE 622 MIDDLE ST	GRANITE PACKAGE STORWEYMOUTH MA  Will appear on your Nov 23, 2021 statement as GRANITE PACKAGE STORWEYMOUTH MA	\$37.97
	EAST WEYMOUTH MA 02189 (781) 335-5173 <a href="http://www.graniteliquors.com">http://www.graniteliquors.com</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	38
		ADDITIONAL INFORMATION 31099531317 LIQUOR STORE	
Nov 12, 2021	GUSTO PIZZA 1305 PLEASANT ST	GUSTO PIZZA 6500001EAST WEYMOUTH MA  Will appear on your Nov 23, 2021 statement as GUSTO PIZZA 6500001EAST WEYMOUTH MA	\$31.65

DATE		AMOUNT
	EAST WEYMOUTH MA 02189 (781) 335-0295 <a href="https://www.gustopizza.net/">https://www.gustopizza.net/</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases <b>32</b>  ADDITIONAL INFORMATION 10156320211 7813350295
Nov 12, 2021	IN DAILY DISTRO 4211 35TH ST	IN *DAILY DISTRO LLC LONG ISLAND CITY NY <b>\$99.00</b>  Will appear on your Nov 23, 2021 statement as IN *DAILY DISTRO LLC LONG ISLAND CITY NY
	LONG ISLAND CITY NY 11101-2301 (201) 255-7995	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases <b>99</b>  ADDITIONAL INFORMATION 317IAPXGTFL 2012557995
Nov 12, 2021	UBER 1455 Market St 400 -  SAN FRANCISCO CA 94103 (866) 576-1039 <a href="https://www.uber.com/">https://www.uber.com/</a>	UBER <b>\$201.32</b>  Will appear on your Nov 23, 2021 statement as UBER TRIP SAN FRANCISCO CA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases <b>201</b>  ADDITIONAL INFORMATION 6EHJNF1B SFOMGK6Z 02149
Nov 11, 2021	GRANITE PACKAGE STORE 622 MIDDLE ST  EAST WEYMOUTH MA 02189 (781) 335-5173 <a href="http://www.graniteliquors.com">http://www.graniteliquors.com</a>	GRANITE PACKAGE STORWEYMOUTH MA <b>\$32.98</b>  Will appear on your Nov 23, 2021 statement as GRANITE PACKAGE STORWEYMOUTH MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases <b>33</b>  ADDITIONAL INFORMATION 31099531315 LIQUOR STORE
Nov 10, 2021	LUCCA SOUTH SHORE 933 HINGHAM ST  ROCKLAND MA 02370-1050 (781) 871-5789 <a href="https://luccasouthshore.com/">https://luccasouthshore.com/</a>	LUCCA SOUTH SHORE 00ROCKLAND MA <b>\$186.94</b>  Will appear on your Nov 23, 2021 statement as LUCCA SOUTH SHORE 00ROCKLAND MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases <b>187</b>  ADDITIONAL INFORMATION 99999991315 7818715789
Nov 9, 2021	GULF OIL 80 WILLIAM ST STE 400	GULF OIL 800-774-4853 MA <b>\$82.42</b>  Will appear on your Nov 23, 2021 statement as GULF OIL 800-774-4853 MA

DATE		AMOUNT	
	WELLESLEY HILLS MA 02481 (800) 774-4853 <a href="https://www.gulffoil.com/">https://www.gulffoil.com/</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 000052160 7813318611	
Nov 7, 2021	GRANITE PACKAGE STORE 622 MIDDLE ST  EAST WEYMOUTH MA 02189 (781) 335-5173 <a href="http://www.graniteliquors.co">http://www.graniteliquors.co</a> m	GRANITE PACKAGE STORWEYMOUTH MA  Will appear on your Nov 23, 2021 statement as GRANITE PACKAGE STORWEYMOUTH MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 31099531311 LIQUOR STORE	\$32.98
Nov 7, 2021	GRANITE PACKAGE STORE 622 MIDDLE ST  EAST WEYMOUTH MA 02189 (781) 335-5173 <a href="http://www.graniteliquors.co">http://www.graniteliquors.co</a> m	GRANITE PACKAGE STORWEYMOUTH MA  Will appear on your Nov 23, 2021 statement as GRANITE PACKAGE STORWEYMOUTH MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 31099531311 LIQUOR STORE	\$52.99
Nov 7, 2021 Credit	THE HOME DEPOT 1149 HINGHAM ST STE 1  ROCKLAND MA 02370 (800) 654-0688 <a href="http://homedepot.com">http://homedepot.com</a>	THE HOME DEPOT ROCKLAND MA  Will appear on your Nov 23, 2021 statement as THE HOME DEPOT ROCKLAND MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS Points debited due to a return or merchant credit  ADDITIONAL INFORMATION 11070265031 800-654-0688	-\$27.59
Nov 7, 2021 1.5X Points	THE HOME DEPOT 1149 HINGHAM ST STE 1  ROCKLAND MA 02370 (800) 654-0688 <a href="http://homedepot.com">http://homedepot.com</a>	THE HOME DEPOT ROCKLAND MA  Will appear on your Nov 23, 2021 statement as THE HOME DEPOT ROCKLAND MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1.5X on Other purchases  ADDITIONAL INFORMATION 11070265019 800-654-0688	\$66.10
Nov 7, 2021	WALGREENS 969 MAIN ST	WALGREENS WEYMOUTH MA  Will appear on your Nov 23, 2021 statement as WALGREENS WEYMOUTH MA	\$123.77

DATE		AMOUNT
	SOUTH WEYMOUTH MA 02190 (800) 289-2273 <a href="http://www.walgreens.com">http://www.walgreens.com</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases 124  ADDITIONAL INFORMATION 99999991312NONE 02190 PHARMACIES
Nov 5, 2021	SLEEPSUTERA 2372 MORSE AVE STE 673  IRVINE CA 92614 (949) 561-1019 <a href="https://sleepsutera.com/">https://sleepsutera.com/</a>	EJM*SLEEPSUTERA 949-561-1019 CA \$68.67  Will appear on your Nov 23, 2021 statement as EJM*SLEEPSUTERA 949-561-1019 CA
	GRANITE PACKAGE STORE 622 MIDDLE ST  EAST WEYMOUTH MA 02189 (781) 335-5173 <a href="http://www.graniteliquors.co">http://www.graniteliquors.co</a> m	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases 69  ADDITIONAL INFORMATION 71094471309 949-561-1019
Nov 5, 2021	GRANITE PACKAGE STORE 622 MIDDLE ST  EAST WEYMOUTH MA 02189 (781) 335-5173 <a href="http://www.graniteliquors.co">http://www.graniteliquors.co</a> m	GRANITE PACKAGE STORWEYMOUTH MA \$69.98  Will appear on your Nov 23, 2021 statement as GRANITE PACKAGE STORWEYMOUTH MA
Nov 5, 2021	LESLIES POOLMART 120 MAIN ST  WEYMOUTH MA 02188-2811 (781) 331-2177 <a href="https://lesliespool.com/location/weymouth-massachusetts-weymouth-169-169.html">https://lesliespool.com/location/weymouth-massachusetts-weymouth-169-169.html</a>	LESLIES POOL SPLY WEYMOUTH MA \$53.11  Will appear on your Nov 23, 2021 statement as LESLIES POOL SPLY WEYMOUTH MA
Nov 5, 2021	Credit	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases 53  ADDITIONAL INFORMATION 889293 MISC/SPECIALTY RETAIL
	ONLINE PAYMENT - THANK YOU	-\$1,636.84
		Will appear on your Nov 23, 2021 statement as ONLINE PAYMENT - THANK YOU
		CARD MATTHEW GENES  ADDITIONAL INFORMATION ONLINE PAYMENT - THANK YOU
Nov 4, 2021	GRANITE PACKAGE STORE 622 MIDDLE ST	GRANITE PACKAGE STORWEYMOUTH MA \$26.98  Will appear on your Nov 23, 2021 statement as GRANITE PACKAGE STORWEYMOUTH MA

DATE		DESCRIPTION	AMOUNT
	EAST WEYMOUTH MA 02189 (781) 335-5173 <a href="http://www.graniteliquors.co">http://www.graniteliquors.co</a> m	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 31099531308 LIQUOR STORE	27
Nov 2, 2021	BOSTON AUTO DETAILING 1225 KENNEDY BLVD APT 7I  BAYONNE NJ 07002-2253	BOSTON AUTO DETAILINBraintree MA  Will appear on your Nov 23, 2021 statement as BOSTON AUTO DETAILINBraintree MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 5QiuBegbYpk squareup.com/receipts	\$100.00  100
Nov 1, 2021	BRAINTREE LIQUORS 396 WASHINGTON ST  BRAINTREE MA 02184 (781) 843-1383 <a href="http://www.braintreelabs.com">www.braintreelabs.com</a>	BRAINTREE LIQUORS 92BRAINTREE MA  Will appear on your Nov 23, 2021 statement as BRAINTREE LIQUORS 92BRAINTREE MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 73011001305 HF396@HOTMAIL.COM	\$32.58  33
Oct 31, 2021	CVS PHARMACY 1515 COMMERCIAL ST  EAST WEYMOUTH MA 02189 (800) 746-7287 <a href="http://www.cvs.com">http://www.cvs.com</a>	CVS PHARMACY WEYMOUTH MA  Will appear on your Nov 23, 2021 statement as CVS PHARMACY WEYMOUTH MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 10194167 8007467287	\$11.00  11
Oct 31, 2021	GRANITE PACKAGE STORE 622 MIDDLE ST  EAST WEYMOUTH MA 02189 (781) 335-5173 <a href="http://www.graniteliquors.co">http://www.graniteliquors.co</a> m	GRANITE PACKAGE STORWEYMOUTH MA  Will appear on your Nov 23, 2021 statement as GRANITE PACKAGE STORWEYMOUTH MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 31099531304 LIQUOR STORE	\$10.99  11
Oct 31, 2021 1.5X Points	THE HOME DEPOT 1149 HINGHAM ST STE 1	THE HOME DEPOT ROCKLAND MA  Will appear on your Nov 23, 2021 statement as THE HOME DEPOT ROCKLAND MA	\$101.98

DATE		DESCRIPTION	AMOUNT
	ROCKLAND MA 02370 (800) 654-0688 <a href="http://homedepot.com">http://homedepot.com</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1.5X on Other purchases  ADDITIONAL INFORMATION 10310265006 800-654-0688	153
Oct 30, 2021	CITY OF QUINCY TRAFFIC AND PAR 1305 HANCOCK ST  QUINCY MA 02169-5119 (617) 376-1214 <a href="http://www.quincyma.gov">http://www.quincyma.gov</a>	CITY OF QUINCY TRAFFQUNCY MA  Will appear on your Nov 23, 2021 statement as CITY OF QUINCY TRAFFQUNCY MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 99999991304 6173761407	\$3.00  3
Oct 29, 2021	AMAZON MARKEPLACE NA PA 410 TERRY AVE N  SEATTLE WA 98109 (800) 201-7575 <a href="http://www.amzn.com/bill">www.amzn.com/bill</a>	AMAZON MARKEPLACE NA PA  Will appear on your Nov 23, 2021 statement as AMAZON SELLER REPAY AMZN.COM/BILL WA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION C69AQ8UQ66 BOOK STORES	\$39.99  40
Oct 29, 2021	GRANITE PACKAGE STORE 622 MIDDLE ST  EAST WEYMOUTH MA 02189 (781) 335-5173 <a href="http://www.graniteliquors.com">http://www.graniteliquors.com</a>	GRANITE PACKAGE STORWEYMOUTH MA  Will appear on your Nov 23, 2021 statement as GRANITE PACKAGE STORWEYMOUTH MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 31099531302 LIQUOR STORE	\$26.98  27
Oct 29, 2021	WALGREENS 750 WASHINGTON ST  WEYMOUTH MA 02188 (800) 289-2273 <a href="http://www.walgreens.com">http://www.walgreens.com</a>	WALGREENS WEYMOUTH MA  Will appear on your Nov 23, 2021 statement as WALGREENS WEYMOUTH MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 99999991303NONE 02188 PHARMACIES	\$70.07  70
Oct 27, 2021	BRAINTREE LIQUORS 396 WASHINGTON ST	BRAINTREE LIQUORS 92BRAINTREE MA  Will appear on your Nov 23, 2021 statement as BRAINTREE LIQUORS 92BRAINTREE MA	\$31.58

DATE		TYPE	AMOUNT
	BRAINTREE MA 02184 (781) 843-1383 <a href="http://www.braintreelabs.com">www.braintreelabs.com</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	32
		ADDITIONAL INFORMATION <a href="mailto:73011001300 HF396@HOTMAIL.COM">73011001300 HF396@HOTMAIL.COM</a>	
Oct 27, 2021	SHELL OIL 12700 NORTHBOROUGH DR  HOUSTON TX 77067-2552 (888) 467-4355 <a href="http://www.shell.us/">http://www.shell.us/</a>	SHELL OIL 5754349740BRAINTREE MA  Will appear on your Nov 23, 2021 statement as SHELL OIL 5754349740BRAINTREE MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	\$54.37  54
		ADDITIONAL INFORMATION 0541136 AUTO FUEL DISPENSER	
Oct 24, 2021	GRANITE PACKAGE STORE 622 MIDDLE ST  EAST WEYMOUTH MA 02189 (781) 335-5173 <a href="http://www.graniteliquors.co">m</a>	GRANITE PACKAGE STORWEYMOUTH MA  Will appear on your Nov 23, 2021 statement as GRANITE PACKAGE STORWEYMOUTH MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases	\$10.99  11
		ADDITIONAL INFORMATION 31099531297 LIQUOR STORE	
Oct 24, 2021		MEMBERSHIP FEE  Will appear on your Oct 24, 2021 statement as MEMBERSHIP FEE  CARD MATTHEW GENES  ADDITIONAL INFORMATION MEMBERSHIP FEE	\$595.00
Oct 24, 2021	Credit  THE HOME DEPOT 1149 HINGHAM ST STE 1  ROCKLAND MA 02370 (800) 654-0688 <a href="http://homedepot.com">http://homedepot.com</a>	THE HOME DEPOT ROCKLAND MA  Will appear on your Nov 23, 2021 statement as THE HOME DEPOT ROCKLAND MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS Points debited due to a return or merchant credit	-\$6.13  -6
		ADDITIONAL INFORMATION 10240265033 800-654-0688	
Oct 24, 2021	1.5X Points  THE HOME DEPOT 1149 HINGHAM ST STE 1  ROCKLAND MA 02370 (800) 654-0688 <a href="http://homedepot.com">http://homedepot.com</a>	THE HOME DEPOT ROCKLAND MA  Will appear on your Nov 23, 2021 statement as THE HOME DEPOT ROCKLAND MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1.5X on Other purchases	\$12.05  18
		ADDITIONAL INFORMATION 001639 10240265033 800-654-0688	

DATE		DESCRIPTION	AMOUNT
Oct 24, 2021	<b>WALGREENS</b> 750 WASHINGTON ST	<b>WALGREENS WEYMOUTH MA</b> Will appear on your Nov 23, 2021 statement as WALGREENS WEYMOUTH MA  WEYMOUTH MA 02188 (800) 289-2273 <a href="http://www.walgreens.com">http://www.walgreens.com</a>	\$6.71
		CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	7
		ADDITIONAL INFORMATION 99999991298 8002892273	
Oct 24, 2021	<b>WALGREENS</b> 750 WASHINGTON ST	<b>WALGREENS WEYMOUTH MA</b> Will appear on your Nov 23, 2021 statement as WALGREENS WEYMOUTH MA  WEYMOUTH MA 02188 (800) 289-2273 <a href="http://www.walgreens.com">http://www.walgreens.com</a>	\$31.61
		CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	32
		ADDITIONAL INFORMATION 99999991298NONE 02188 PHARMACIES	
Oct 23, 2021	<b>GRANITE PACKAGE STORE</b> 622 MIDDLE ST	<b>GRANITE PACKAGE STORWEYMOUTH MA</b> Will appear on your Oct 24, 2021 statement as GRANITE PACKAGE STORWEYMOUTH MA  EAST WEYMOUTH MA 02189 (781) 335-5173 <a href="http://www.graniteliquors.com">http://www.graniteliquors.com</a>	\$64.96
		CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	65
		ADDITIONAL INFORMATION 31099531296 LIQUOR STORE	
Oct 23, 2021 1.5X Points	<b>Lowes Home Improvement</b> 729 BRG ST STE 3	<b>LOWE'S OF WEYMOUTH, WEYMOUTH MA</b> Will appear on your Oct 24, 2021 statement as LOWE'S OF WEYMOUTH, WEYMOUTH MA  WEYMOUTH MA 02191 (781) 340-5964 <a href="http://www.lowes.com">http://www.lowes.com</a>	\$23.93
		CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1.5X on Other purchases	36
		ADDITIONAL INFORMATION INV # 08896 781-340-5964	
Oct 22, 2021	<b>GRANITE PACKAGE STORE</b> 622 MIDDLE ST	<b>GRANITE PACKAGE STORWEYMOUTH MA</b> Will appear on your Oct 24, 2021 statement as GRANITE PACKAGE STORWEYMOUTH MA  EAST WEYMOUTH MA 02189 (781) 335-5173 <a href="http://www.graniteliquors.com">http://www.graniteliquors.com</a>	\$26.98
		CARD MATTHEW GENES	
		MEMBERSHIP REWARDS POINTS 1X on Other purchases	27
		ADDITIONAL INFORMATION 31099531295 LIQUOR STORE	
Oct 22, 2021	<b>GUSTO PIZZA</b> 1305 PLEASANT ST	<b>GUSTO PIZZA 65000001EAST WEYMOUTH MA</b> Will appear on your Oct 24, 2021 statement as GUSTO PIZZA 5440001EAST WEYMOUTH MA	\$31.44

Attachment A

DATE		DESCRIPTION	AMOUNT
	EAST WEYMOUTH MA 02189 (781) 335-0295 <a href="https://www.gustopizza.net/">https://www.gustopizza.net/</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 10156320211 7813350295	31
Oct 20, 2021	BRAINTREE LIQUORS 396 WASHINGTON ST	BRAINTREE LIQUORS 92BRAINTREE MA  Will appear on your Oct 24, 2021 statement as BRAINTREE LIQUORS 92BRAINTREE MA	\$26.98
	BRAINTREE MA 02184 (781) 843-1383 <a href="http://www.braintreelabs.com">www.braintreelabs.com</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 73011001293 HF396@HOTMAIL.COM	27
Oct 20, 2021	SHELL OIL 12700 NORTHBOROUGH DR	SHELL OIL 5754349740BRAINTREE MA  Will appear on your Oct 24, 2021 statement as SHELL OIL 5754349740BRAINTREE MA	\$79.10
	HOUSTON TX 77067-2552 (888) 467-4355 <a href="http://www.shell.us/">http://www.shell.us/</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 0512053 AUTO FUEL DISPENSER	79
Oct 19, 2021	ROUTE ONE WINE SPIRITS 29 WASHINGTON ST	ROUTE ONE WINE & SPIREWRENTHAM MA  Will appear on your Oct 24, 2021 statement as ROUTE ONE WINE & SPIREWRENTHAM MA	\$27.98
	WRENTHAM MA 02093 (508) 660-3077 <a href="http://www.routeonewineandspirits.com">http://www.routeonewineandspirits.com</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 73011001292 ROUTEONELIQUORMART@CO ROUTEONELIQUORMART@COMCAS	28
Oct 16, 2021	GRANITE PACKAGE STORE 622 MIDDLE ST	GRANITE PACKAGE STORWEYMOUTH MA  Will appear on your Oct 24, 2021 statement as GRANITE PACKAGE STORWEYMOUTH MA	\$39.97
	EAST WEYMOUTH MA 02189 (781) 335-5173 <a href="http://www.graniteliquors.com">http://www.graniteliquors.com</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 31099531289 LIQUOR STORE	40
Oct 16, 2021 1.5X Points	THE HOME DEPOT 1149 HINGHAM ST STE 1	THE HOME DEPOT ROCKLAND MA  Will appear on your Oct 24, 2021 statement as THE HOME DEPOT ROCKLAND MA	\$18.03

DATE		AMOUNT
	ROCKLAND MA 02370 (800) 654-0688 <a href="http://homedepot.com">http://homedepot.com</a>	CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1.5X on Other purchases  ADDITIONAL INFORMATION 10160265086 800-654-0688
Oct 16, 2021	UBER 1455 Market St 400 -  SAN FRANCISCO CA 94103 (866) 576-1039 <a href="https://www.uber.com/">https://www.uber.com/</a>	27  \$17.45  Will appear on your Oct 24, 2021 statement as UBER TRIP SAN FRANCISCO CA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 3TMEC4TN NSMNKTGI 02189
Oct 15, 2021	DALLAS LIMO -  GARLAND TX 75041 (469) 685-2514	DALLAS LIMO GARLAND TX  \$90.00  Will appear on your Oct 24, 2021 statement as DALLAS LIMO GARLAND TX  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION NqKC3OEsfce squareup.com/receipts
Oct 15, 2021	DAVIOS ROOM 1009B 250 GRANITE ST  BRAINTREE MA 02184 (781) 843-4810 <a href="http://www.davios.com/braintree">http://www.davios.com/braintree</a>	DAVIOS NORTHERN ITALBRAINTREE MA  \$132.70  Will appear on your Oct 24, 2021 statement as DAVIOS NORTHERN ITALBRAINTREE MA  CARD MATTHEW GENES  MEMBERSHIP REWARDS POINTS 1X on Other purchases  ADDITIONAL INFORMATION 1994 781-843-4810

## EXHIBIT F

To Affidavit of Matthew Genes

**Transaction Details List View | All Transactions****MG PROPERTIES LLC - MGP9326**

Account Number	[REDACTED]	Balances as of	02/26/2022 13:06:33
Account Name	MG E-Comm Ops	Transactions As Of	02/26/2022 13:06:38
Currency	USD		

**TODAY'S BALANCES**

Opening Ledger	6,278.63	Previous Day Opening Available:	6,278.63	Current Ledger	6,278.63
Current Available	6,278.63	One Day Float	0.00	2 or More Days Float	0.00
3 or More Days Float	0.00	Relationship Balance	0.00	Average Closing Ledger MTD	6,492.00
Average Closing Available MTD	6,492.26	Previous Day Closing Available	6,278.63		

**TRANSACTION SUMMARY**

Transaction Type	Credits	Credit Amount	Debits	Debit Amount
ACH	1	134.30	7	8,855.67
<b>All Transactions</b>	<b>1</b>	<b>134.30</b>	<b>7</b>	<b>8,855.67</b>

**TRANSACTION DETAILS**

Post Date	Status	Transaction Description	Transaction Detail	Customer Reference	Amount	Balance
02/22/2022	Cleared	Prauthorized ACH Credit	AMAZON.CYBAOGIRV PAYMENTS 220222 5CPCHGBKTF2D8LH/		134.30	6,278.63
02/11/2022	Cleared	Prauthorized ACH Debit	DAILY DISTRO LLC SALE 220211/		-683.16	6,144.33
02/07/2022	Cleared	Prauthorized ACH Debit	AMEX EPAYMENT ACH PMT 220207 W5270/		-292.80	6,827.49
01/20/2022	Cleared	Prauthorized ACH Debit	DAILY DISTRO LLC SALE 220120/		-1,032.30	7,120.29
01/10/2022	Cleared	Prauthorized ACH Debit	AMEX EPAYMENT ACH PMT 220110 W8036/		-1,725.61	8,152.59
12/23/2021	Cleared	Prauthorized ACH Debit	DAILY DISTRO LLC SALE 211223/		-940.00	9,878.20
12/13/2021	Cleared	Prauthorized ACH Debit	AMEX EPAYMENT ACH PMT 211213 W0904/		-1,909.00	10,818.20
12/08/2021	Cleared	Prauthorized ACH Debit	DAILY DISTRO LLC SALE 211208/		-2,272.80	12,727.20

# EXHIBIT G

## To Affidavit of Matthew Genes



Matthew Genes &lt;matt@fitfactoryclubs.com&gt;

**Resale Certification MG E-Comm, LLC**

10 messages

**Matthew Genes** <[REDACTED]>To: trodi@cbh.com  
Cc: tatiana@passivescaling.com

Sun, Oct 17, 2021 at 7:28 PM

Tiffany,

I am in the onboarding process of setting up both an Amazon and Walmart store.

I am in need of a Resale Certificate for the Amazon Whole portion and Tatiana instructed that I reach out to you to get this set up.

Please advise as to what information you need from me to complete this process quickly and successfully.

Thank you.

**Tiffany Rodi** <TRodi@cbh.com>To: Matthew Genes <[REDACTED]>  
Cc: "tatiana@passivescaling.com" <tatiana@passivescaling.com>, Angel Harden <AHarden@cbh.com>

Mon, Oct 18, 2021 at 7:35 AM

Hi Matthew,

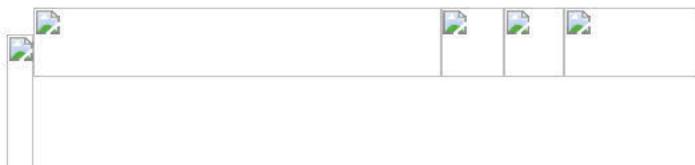
Thank you for reaching out but we are not able to provide this service at this time. I sent Tatiana an email yesterday to let her know but she must have given you our name prior to that. I can recommend Tax Matrix, they should be able to help. [www.taxmatrix.com](http://www.taxmatrix.com)

Thank you,

Tiffany

**Tiffany Rodi**  
Senior Specialist  
State and Local Tax  
470.481.6530 [direct](#)  
Internal extension: 3513  
770.234.5334 [fax](#)

[trodi@cbh.com](mailto:trodi@cbh.com)  
[cherrybekaertsaletax.com](http://cherrybekaertsaletax.com)



4080 McGinnis Ferry Rd, Suite 1501, Alpharetta, GA 30005

**To:** Tiffany Rodi <TRodi@cbh.com>  
**Cc:** tatiana@passivescaling.com  
**Subject:** [EXTERNAL] Resale Certification MG E-Comm, LLC

Caution: This email is from outside of the organization.

Tiffany,

I am in the onboarding process of setting up both an Amazon and Walmart store.

I am in need of a Resale Certificate for the Amazon Whole portion and Tatiana instructed that I reach out to you to get this set up.

Please advise as to what information you need from me to complete this process quickly and successfully.

Thank you.

[REDACTED]

[REDACTED]

[REDACTED]

---

Matthew Genes <[REDACTED]>

Mon, Oct 18, 2021 at 7:53 AM

To: Tiffany Rodi <TRodi@cbh.com>  
Cc: "tatiana@passivescaling.com" <tatiana@passivescaling.com>, Angel Harden <AHarden@cbh.com>, "Roman Sterling H." <roman@optimizedigital.com>

Titianan/Roman,

Please advise?

I do not want to experience any delays in getting the stores open soon as possible.

Thank you

[Quoted text hidden]

---

Roman Sterling H. <roman@optimizedigital.com>  
To: support <support@optimizedigital.com>  
Cc: Matthew Genes <[REDACTED]>

Mon, Oct 18, 2021 at 1:25 PM

Kerry Anne,

Hope you are well. Please see the email below, seems Matthew Genes is having an issue with a resale certificate.

Kind regards,



**Roman Sterling H.**  
Senior Sales Officer  
Optimyze Digital LLC

Roman@Optimyzedigital.com  
www.Optimyzedigital.com  
3333 Michelson Dr. Suite 300, Irvine, CA

[Quoted text hidden]

---

**Matthew Genes** [REDACTED]  
To: "Roman Sterling H." <roman@optimyzedigital.com>

Mon, Oct 18, 2021 at 1:39 PM

Thank you. Few things have been choppy so far with the onboarding process.

I'd be glad to share at any time to help improve.

Besides this little snag, the on-board Google form and instructions were a little confusing.

[Quoted text hidden]

---

**Optimyze Support** <support@optimyzedigital.com>  
To: Matthew Genes [REDACTED]  
Cc: "Roman Sterling H." <roman@optimyzedigital.com>, sherica@passivescaling.com

Mon, Oct 18, 2021 at 3:05 PM

Hello Matthew,

We can be of assistance. I have CC'd our Amazon Wholesale specialist, Sherica, to assist us with the process. Let's start off with my first question, what state is your LLC registered in?

 **Kerry Anne Sadler**  
Support Team  
Optimyze Digital LLC

---

support@optimyzedigital.com  
www.optimyzedigital.com  
3349 Michelson Dr. Suite 200, Irvine, CA

[Quoted text hidden]

---

**Matthew Genes** [REDACTED]>  
To: Optimyze Support <support@optimyzedigital.com>  
Cc: "Roman Sterling H." <roman@optimyzedigital.com>, sherica@passivescaling.com

Mon, Oct 18, 2021 at 5:10 PM

Hi Kerry,

Massachusetts. Please see attached.

Thank you

[Quoted text hidden]

---

**2 attachments**

 MG E-Comm, LLC Articles of Corp.pdf  
27K

 MG E-Comm, LLC - EIN.pdf  
98K

---

**Roman Sterling H.** <roman@optimyzedigital.com>  
To: Matthew Genes [REDACTED]

Tue, Oct 19, 2021 at 5:03 PM

Matthew,

Yes, certainly the feedback will be greatly appreciated. Share when you'd like to.

Kind regards,

 **Roman Sterling H.**  
Senior Sales Officer  
Optimyze Digital LLC

---

Roman@Optimyzedigital.com

www.Optimyzedigital.com

**PX24**

**Attachment A**

**001648**

[Quoted text hidden]

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**Matthew Genes** [REDACTED]  
To: "Roman Sterling H." <roman@optimizedigital.com>

Wed, Oct 20, 2021 at 6:53 AM

Will do.  
[Quoted text hidden]

---

**Matthew Genes** [REDACTED]  
To: Tatiana S <tatiana@passivescaling.com>, Tatiana S <support@mail.salessupport.ladesk.com>

Wed, Oct 27, 2021 at 10:39 AM

See below  
[Quoted text hidden]

# EXHIBIT H

## To Affidavit of Matthew Genes



Matthew Genes [REDACTED]

**Re: Amazon Store Verified/Live - Walmart Declined/Restricted - [DRR-TJVQB-565]**

7 messages

**Tatiana S** <support@mail.salessupport.ladesk.com>

Mon, Nov 1, 2021 at 6:09 PM

To: Matthew Genes [REDACTED], Alex &lt;alex@passivescaling.com&gt;, Tatiana S &lt;tatiana@passivescaling.com&gt;

Hi there,

You can book your call with Alex here:

<https://go.oncehub.com/passivescalingOnboardingteam>

Also, we are going to appeal the decision that Walmart has.  
So we will try to reactivate the account.

Please reach out to me if you have any questions.

Kind Regards Tatiana

-----Original message-----

From: [matt@fitfactoryclubs.com](mailto:matt@fitfactoryclubs.com)

Sent: 11/01/2021 20:12:59

> Hi Guys,  
> Just following up on this when you get a chance?

---

**Matthew Genes** [REDACTED]

Mon, Nov 1, 2021 at 6:50 PM

To: Tatiana S &lt;support@mail.salessupport.ladesk.com&gt;

Cc: Alex &lt;alex@passivescaling.com&gt;, Tatiana S &lt;tatiana@passivescaling.com&gt;

What was it denied?

[Quoted text hidden]

---

**Tatiana S** <support@mail.salessupport.ladesk.com>

Tue, Nov 2, 2021 at 10:06 AM

To: Matthew Genes [REDACTED], Alex &lt;alex@passivescaling.com&gt;, Tatiana S &lt;tatiana@passivescaling.com&gt;

Hi there,

We are not sure, we are going to submit an appeal and wait for their response.

I hope that we should be able to reactivate your account.

If not we can submit a new Walmart application or create a new Amazon store.

Please reach out to us if you have any questions.

You can book your call with our support team here:

<https://go.oncehub.com/passivescalingOnboardingteam>

Kind Regards Tatiana

-----Original message-----

From: [matt@fitfactoryclubs.com](mailto:matt@fitfactoryclubs.com)

Sent: 11/01/2021 23:51:10

&gt; What was it denied?

**Matthew Genes** [REDACTED]

Tue, Nov 2, 2021 at 4:46 PM

To: Tatiana S <support@mail.salessupport.ladesk.com>  
Cc: Alex <alex@passivescaling.com>, Tatiana S <tatiana@passivescaling.com>

I do have a couple of questions:

When will the appeal be submitted and what is the expected turnaround time to hearing back?

Also why would we create a new Amazon store vs Walmart when the Buddel purchased was one of each store, not just two Amazon stores?

[Quoted text hidden]

**Tatiana S** <support@mail.salessupport.ladesk.com>

Tue, Nov 2, 2021 at 6:10 PM

To: Matthew Genes [REDACTED], Alex <alex@passivescaling.com>, Tatiana S <tatiana@passivescaling.com>

Hi there,

We are working on the website, so we can submit the appeal for the Walmart store.

As soon as we submit the appeal it will take a couple of business days to receive a response from Walmart.

Please book your call with customer support if you have any further questions.

[Quoted text hidden]

**Matthew Genes** [REDACTED]>

Tue, Nov 2, 2021 at 6:37 PM

To: Tatiana S <support@mail.salessupport.ladesk.com>  
Cc: Alex <alex@passivescaling.com>, Tatiana S <tatiana@passivescaling.com>

Thank you for your response.

Yes I have booked my call with customer support but they do know these details directly on the call.

[Quoted text hidden]

**Tatiana S** <support@mail.salessupport.ladesk.com>

Tue, Nov 2, 2021 at 6:51 PM

To: Matthew Genes [REDACTED], Tatiana S <tatiana@passivescaling.com>

Hi Matthew,

I apologize for that, you can use my link to schedule our meeting:

<https://calendly.com/tatiana-s/60min>

Looking forward to talking with you.

[Quoted text hidden]

# EXHIBIT I

## To Affidavit of Matthew Genes



Matthew Genes [REDACTED]

**Amazon Store Verified/Live - Walmart Declined/Restricted**

7 messages

**Matthew Genes** [REDACTED]

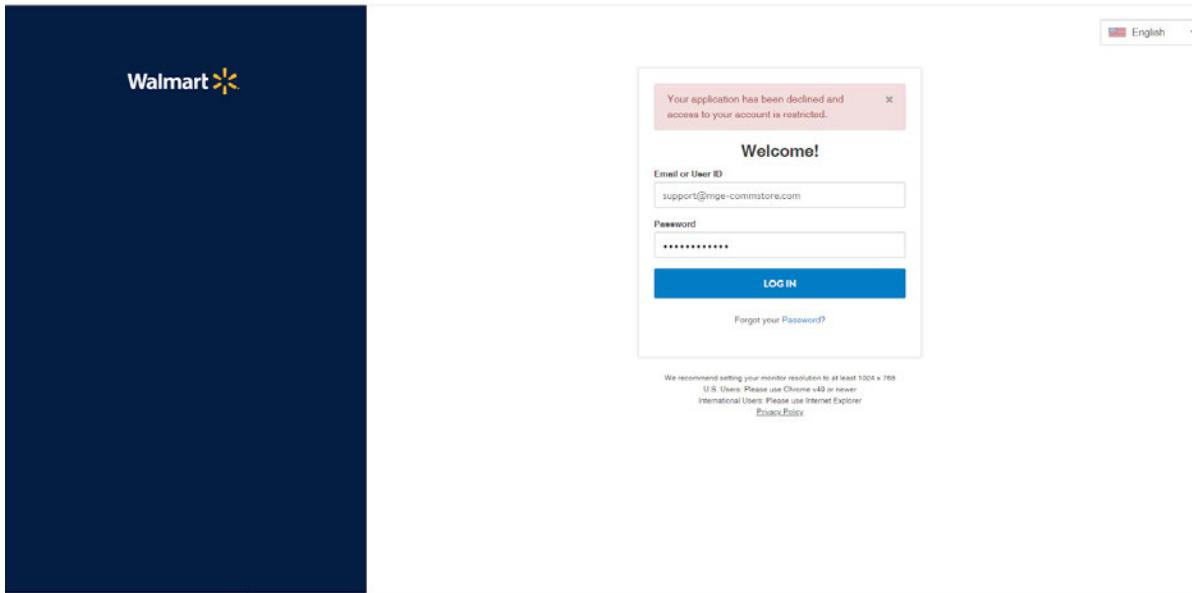
To: Tatiana S &lt;tatiana@passivescaling.com&gt;, Tatiana S &lt;support@mail.salessupport.ladesk.com&gt;, Alex S &lt;alex@passivescaling.com&gt;

Sat, Oct 30, 2021 at 10:50 AM

Alex/Tatiana,

Good news Amazon is verified so I would like to complete the set up with Alex as soon as possible.

Also, I tried to login to Walmart to check the status of set up and got the error message below?



The screenshot shows the Amazon Seller Central dashboard. At the top, it displays marketplace counts (3), open orders (0), today's sales (\$0.00), buyer messages (0), buy box wins (0), total balance (\$0.00), and global promotions sales (0). The main content area features several promotional boxes: "News" (Explore customer needs to launch new products with Product Opportunity...), "Add a Product" (List a product to sell on Amazon), "Return Address Alert" (Please review your return address), "Seller Forums" (We have updated your return address with the business address associated with your account. You can update your return address if necessary. This alert will be removed after 3 days.), "List Globally" (Get help reaching millions of customers by listing internationally), and "Refund Scam or Legit?" (Read more). Below these are sections for Catalog, Inventory, Pricing, Performance, Orders, Advertising, Partner Network, and Stores. The bottom of the page includes links for Help, Program Policies, and English language selection, along with a copyright notice: "© 1999-2021, Amazon.com, Inc. or its affiliates".

**PX24****Attachment A****001654**

Matthew Genes | [REDACTED] >  
To: "Roman Sterling H." <roman@optimyzedigital.com>

Mon, Nov 1, 2021 at 8:34 AM

Good morning Roman,

I'm sure I'll hear back from Alex and Tatiana on the below, but I was more so wondering after these steps what is left in the process and the estimated time frame you think the stores will be live?

[Quoted text hidden]

Matthew Genes | [REDACTED]  
To: Tatiana S <tatiana@passivescaling.com>, Tatiana S <support@mail.salessupport.ladesk.com>, Alex S <alex@passivescaling.com>

Mon, Nov 1, 2021 at 3:12 PM

Hi Guys,

Just following up on this when you get a chance?

[Quoted text hidden]

Roman Sterling H. <roman@optimyzedigital.com>  
To: Matthew Genes [REDACTED]

Tue, Nov 2, 2021 at 7:29 PM

Matthew,

Hope you are well. On Amazon, your store is verified. Now we are actively establishing relationships with suppliers/manufacturers so we can acquire invoices/purchase orders. This is part of the process to season your store. Store should be live with Amazon in the next week or so I believe. There's still some configuration we have to execute with your seller dashboard. But we still have to place wholesale orders so it takes about 30 days for product to reach Amazon fulfillment center.

With Walmart, it seems we may have to resubmit your application for approval. Walmart has a stringent process to get approved but our team will take of this for you. Once you get approved your store should be live in about 2 weeks or so. We have to configure your dashboard here too, once we get you approved. You still may have to upload your card information once you are approved on these platforms plus establish your subscription with the Sales. support software.

Kind regards,



**Roman Sterling H.**

Senior Sales Officer

Optimyze Digital LLC

---

Roman@Optimyzedigital.com

www.Optimyzedigital.com

3333 Michelson Dr. Suite 300, Irvine, CA

[Quoted text hidden]

Matthew Genes | [REDACTED]  
To: "Roman Sterling H." <roman@optimyzedigital.com>

Wed, Nov 3, 2021 at 7:53 AM

Good morning,

As you'll see I have copied you and Kerry Anne on another email with a new, and now the 6th person I've had contact with, asking for information I've already provided. This is not the 1st time either. Tatiana also mentioned in a recent email that if we don't win the appeal for the Walmart store that we will just open another Amazon store, which does not make sense considering the bundle purchased is for an Amzon & Walmart store, not two Amazon stores.

Regarding the Sales.Support subscription, I had already done this week's ago per the Onboarding Form and instructions. The issue is I'm now paying the \$99/month and have no use for it yet. The Onboarding Form is not that clear and seems to ask questions and provide instructions without the proper knowledge of a new person joining and understanding the processes.

So far I've been in contact with 6 different people(Tatiana, Alex, Sherica, Jerondda, Roman Kerry Anne). The first 4 mentioned above seem to be disjointed and not on the same page with my account and the details. That's why I have reached out to you here. I need one point of contact that can guide the process, Passive Income Team, and have full knowledge of where my account stands and what is actually needed to get it running ASAP. A lot has been on me to manage and correct misinformation of others, except one call I had with Kerry Anne and Sherica in order to set up Resale Cert for Massachusetts in which Kerry Anne was very helpful and on point.

I came into this fairly prepared, I feel at least, and had my EIN, Corp Docs, Duns #, bank account open, CC ready, Sales.Support completed, ect... So all that needed to be done was getting the stores open. I feel we should be a little further along at this point and one of the reasons we are not is due some inefficiencies with communication and organization. As you stated when I joined we should have had plenty of time to be open and live to capitalize on Black Friday and for the rest of the holiday shopping season, which are both quickly approaching and want to be sure we are still very much on track for this.

Thank you for your attention.

[Quoted text hidden]

Roman Sterling H. <roman@optimyzedigital.com>  
To: Matthew Genes [REDACTED]

Thu, Nov 4, 2021 at 1:07 AM

Matthew, **PX24**

**Attachment A**

**001655**

Yes, I understand your concerns. You're actually experiencing a bit of transition as it relates to onboarding. Most recently Tatiana was responsible for all aspects of the process. However, now there are teams in place that she manages. So there is a team that gathers all documentation. Then once all information has been submitted by you. It then moves to the application team who submits application/verification to the platforms. We just had a meeting with our fulfillment partner and the new updates were shared with us. So this all just started within the last 2 weeks or so. There is also a direct customer service line in which you will have access M-F 9pm - 5pm for any questions/concerns regarding your account once we get your stores live. Also on the Walmart side we have a workaround in place in which we can get you another LLC so you gain access to the Walmart platform. Please share this information with Tatiana, there are aged LLCs available. So your program will consist of 2-Amazon accounts and 1-Walmart store. Let me know if anything else comes up or if something isn't clear.

Kind regards,



**Roman Sterling H.**

Senior Sales Officer

Optimuze Digital LLC

---

Roman@Optimyzedigital.com

[www.Optimyzedigital.com](http://www.Optimyzedigital.com)

[3333 Michelson Dr. Suite 300, Irvine, CA](http://3333 Michelson Dr. Suite 300, Irvine, CA)

[Quoted text hidden]

---

**Matthew Genes <[REDACTED]>**  
To: "Roman Sterling H." <[roman@optimyzedigital.com](mailto:roman@optimyzedigital.com)>

Thu, Nov 4, 2021 at 3:10 PM

Ok, thank you.

[Quoted text hidden]

# EXHIBIT J

## To Affidavit of Matthew Genes

Sincerely,

Sherica

On Fri, Nov 12, 2021 at 01:20 PM, "Matthew Genes" <[REDACTED]> wrote:

User Password

[matthewgenes@gmail.com](mailto:matthewgenes@gmail.com) [REDACTED]

On Thu, Nov 11, 2021 at 03:22 PM, "Matthew Genes" <[REDACTED]> wrote:

[Quoted text hidden]

---

**Matthew Genes** <[REDACTED]>  
To: "Roman Sterling H." <[roman@optimyzedigital.com](mailto:roman@optimyzedigital.com)>

Mon, Nov 15, 2021 at 6:57 AM

Roman,

Do you think there any chance Amazon will be up and running to capitalize on the holiday shopping season, which has already begun, but the at least in the next couple of weeks?

Still dealing with the Walmart issue and Wyoming LLC, unfortunately, so I do not think that store will even be close.

[Quoted text hidden]

---

**Roman Sterling H.** <[roman@optimyzedigital.com](mailto:roman@optimyzedigital.com)>  
To: Matthew Genes <[REDACTED]>

Tue, Nov 16, 2021 at 3:34 PM

Matt,

Thanks for the feedback. The Amazon store should be up soon. Once the store goes live wholesale orders still have to be placed. Late December/Jan before inventory reaches fulfillment center. I was expecting the Walmart store to be approved on the first try to capitalize during the holiday season.

Kind regards,



**Roman Sterling H.**

Senior Sales Officer

Optimyze Digital LLC

---

Roman@Optimyzedigital.com

[www.Optimyzedigital.com](http://www.Optimyzedigital.com)

3333 Michelson Dr. Suite 300, Irvine, CA

[Quoted text hidden]

# EXHIBIT K

## To Affidavit of Matthew Genes



Matthew Genes [REDACTED]

## Weekly Status Email

9 messages

**Matthew Genes <[REDACTED]>**

Mon, Nov 22, 2021 at 10:55 AM

To: Kerry Anne Sadler &lt;kerryanne@optimyzedigital.com&gt;, Optimyze Support &lt;support@optimyzedigital.com&gt;

Good Morning Kerry Anne,

Is it possible, or an issue, if someone could send me a weekly email update with the status of both the Amazon and Walmart store progress?

This way I am not wondering and having to bother you all with haphazard email requests for updates.

Next week will be going on approx 8 weeks since I sent over the original 50k upfront bundle fee, and even since then have incurred other associated costs as you are aware of.

I understand the set-up of both stores takes time so it is much less related to that aspect and more of just being conscious and tracking the initial investment a little closer at this point if you could help with that.

If you have a more efficient suggestion to stay informed I am open to whatever works for both sides.

Thanks,

**Optimyze Support <support@optimyzedigital.com>**

Tue, Nov 23, 2021 at 1:03 PM

To: Matthew Genes [REDACTED], Tatiana S &lt;support@passivescaling.com&gt;, sherica@passivescaling.com

Hello Matthew,

I apologize, I was coordinating with the different teams on a communication plan yesterday. After speaking with the team, we will start to send general Walmart updates weekly on the current landscape and game plan for optimizing performance. If you have any questions pertaining to, or you would like an update on Amazon, Sherica will be your best point of contact.

Sherica - Amazon Wholesale Specialist - [sherica@passivescaling.com](mailto:sherica@passivescaling.com)



**Kerry Anne Sadler  
Support Team**

**PX24****Attachment A****001660**

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[support@optimizedigital.com](mailto:support@optimizedigital.com)  
[www.optimyzedigital.com](http://www.optimyzedigital.com)  
3349 Michelson Dr. Suite 200, Irvine, CA

[Quoted text hidden]

---

**Matthew Genes** [REDACTED] Tue, Nov 23, 2021 at 4:13 PM  
To: Optimyze Support <[support@optimizedigital.com](mailto:support@optimizedigital.com)>  
Cc: Tatiana S <[support@passivescaling.com](mailto:support@passivescaling.com)>, Sherica S <[sherica@passivescaling.com](mailto:sherica@passivescaling.com)>

Hi Sherica,

Please see below. Until the Amazon store is live would it be possible to send a brief weekly update so I am aware of the status of when to start expecting sales to offset the initial upfront investment?

[Quoted text hidden]

---

**Matthew Genes** <[REDACTED]> Wed, Dec 8, 2021 at 3:28 PM  
To: Optimyze Support <[support@optimizedigital.com](mailto:support@optimizedigital.com)>  
Cc: Tatiana S <[support@passivescaling.com](mailto:support@passivescaling.com)>

Kerry Anne,

When should I expect the email of weekly Walmart stores updates to start?

On Tue, Nov 23, 2021 at 1:03 PM Optimyze Support <[support@optimizedigital.com](mailto:support@optimizedigital.com)> wrote:  
[Quoted text hidden]

---

**Matthew Genes** <[REDACTED]> Tue, Dec 28, 2021 at 8:24 AM  
To: Optimyze Support <[support@optimizedigital.com](mailto:support@optimizedigital.com)>  
Cc: Tatiana S <[support@passivescaling.com](mailto:support@passivescaling.com)>, Sherica S <[sherica@passivescaling.com](mailto:sherica@passivescaling.com)>

Good Morning Kerry Anne & Sharicia,

The weekly email have not started yet. When can we expect them to start?

[Quoted text hidden]

---

**Optimyze Support** <[support@optimizedigital.com](mailto:support@optimizedigital.com)> Tue, Dec 28, 2021 at 10:49 AM  
To: Matthew Genes [REDACTED]  
Cc: Tatiana S <[support@passivescaling.com](mailto:support@passivescaling.com)>, Sherica S <[sherica@passivescaling.com](mailto:sherica@passivescaling.com)>, Tatiana S <[tatiana@passivescaling.com](mailto:tatiana@passivescaling.com)>

Hi Matthew,

Thanks for reaching out to us! Our team will be reaching out to you to address your email as soon as possible. Please allow up to 24 hours for a response. If that time has passed, we will follow up with the team and ensure you are taken care of.

Kind regards,



Support Team  
Optimyze Digital LLC

---

support@optimyzedigital.com  
[www.optimyzedigital.com](http://www.optimyzedigital.com)  
3349 Michelson Dr. Suite 200, Irvine, CA

[Quoted text hidden]

 Support Team  
Optimyze Digital LLC

---

support@optimyzedigital.com  
[www.optimyzedigital.com](http://www.optimyzedigital.com)  
3349 Michelson Dr. Suite 200, Irvine, CA

---

**Matthew Genes <[REDACTED]>**

Tue, Dec 28, 2021 at 10:51 AM

To: Optimyze Support <[support@optimyzedigital.com](mailto:support@optimyzedigital.com)>  
Cc: Tatiana S <[support@passivescaling.com](mailto:support@passivescaling.com)>, Sherica S <[sherica@passivescaling.com](mailto:sherica@passivescaling.com)>, Tatiana S <[tatiana@passivescaling.com](mailto:tatiana@passivescaling.com)>

Sounds good, thank you.

[Quoted text hidden]

---

**Matthew Genes [REDACTED]**

Mon, Jan 3, 2022 at 8:50 AM

To: Optimyze Support <[support@optimyzedigital.com](mailto:support@optimyzedigital.com)>  
Cc: Tatiana S <[support@passivescaling.com](mailto:support@passivescaling.com)>, Sherica S <[sherica@passivescaling.com](mailto:sherica@passivescaling.com)>, Tatiana S <[tatiana@passivescaling.com](mailto:tatiana@passivescaling.com)>

Good morning,

Just circling back again as I still have not heard back....

[Quoted text hidden]

---

**Matthew Genes [REDACTED]**

Thu, Jan 6, 2022 at 11:28 AM

To: Jerdonna P <[jerdonna@passivescaling.com](mailto:jerdonna@passivescaling.com)>

Please see chain with follow-ups with no response for your information only:

[Quoted text hidden]

# EXHIBIT L

## To Affidavit of Matthew Genes



Matthew Genes [REDACTED]

## Re: An update on your Walmart Marketplace application

9 messages

support s <[support@capitalmarketingmanagementstore.com](mailto:support@capitalmarketingmanagementstore.com)>

Sat, Dec 4, 2021 at 9:45 AM

To: Odain K <[odain@passivescaling.com](mailto:odain@passivescaling.com)>Cc: Kerry Anne <[kerryanne@passivescaling.com](mailto:kerryanne@passivescaling.com)>, roman@optimizedigital.com, Tatiana S <[tatiana@sales.support](mailto:tatiana@sales.support)>, [REDACTED] "

Good Morning Odain,

Thank you for your prompt response.

I just emailed Kerry-Anne, Roman and the others on the team to advise as well. They are now copied here as well.

This is the 2nd denial, and I paid separately for this aged Wyoming LLC in order to secure a Walmart store.

The bundle I paid 50K for, plus the \$700 for the new Wyoming LLC, was for an Amazon store and a Walmart store so I would like to proceed with that option vs two Amazon stores. I do not want to have to pay for another aged LLC, however.

How do we proceed from here?

On Sat, Dec 4, 2021 at 9:36 AM Odain K <[odain@passivescaling.com](mailto:odain@passivescaling.com)> wrote:

Hi Matthew,

I'm sorry to hear that your Walmart was denied what we can do is request a swap for the LLC from Wyoming and try again with another application or we can try to get an Amazon store for you. Please let me know what you would like to do.

Best Regards  
Odain

On Fri, Dec 3, 2021 at 9:52 PM support s <[support@capitalmarketingmanagementstore.com](mailto:support@capitalmarketingmanagementstore.com)> wrote:

Gentleman,

Unfortunately we have received this message below for the newly purchased Wyoming LLC.

Please advise?

----- Forwarded message -----

From: **Walmart Marketplace** <[walmartmarketplace@comms.walmart.com](mailto:walmartmarketplace@comms.walmart.com)>

Date: Fri, Dec 3, 2021 at 8:19 PM

Subject: An update on your Walmart Marketplace application

To: <[support@capitalmarketingmanagementstore.com](mailto:support@capitalmarketingmanagementstore.com)>



### Quick Links:

[Referral Fees](#) • [Integration Solutions](#) • [Fulfillment Services \(WFS\)](#) • [Performance Standards](#)

Hello Matthew,

Thank you for your interest in Walmart Marketplace.

**Upon extensive review of your application, we've determined that your company is not a fit for Walmart Marketplace at this time.**

Please note there is not an option to appeal this decision, but we are constantly looking for better ways to serve our customers and sellers. Should something change, we'll be sure to reach out and invite you to join at a future date.

Thank you,

**The Walmart Marketplace team**

## Security & Privacy

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## Seller Resources

[Seller Center](#)

[Seller Help](#)

[Developer Portal](#)

Walmart eCommerce, [850 Cherry Ave, San Bruno, CA](#) | [Privacy Policy](#)

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---

**support s** <[support@capitalmarketingmanagementstore.com](mailto:support@capitalmarketingmanagementstore.com)>  
To: Odain K <[odain@passivescaling.com](mailto:odain@passivescaling.com)>  
Cc: [REDACTED]

Sat, Dec 4, 2021 at 9:58 AM

Understood. So let's do the swap.

How soon can we swap and re-apply for a new application?

On Sat, Dec 4, 2021 at 9:56 AM Odain K <[odain@passivescaling.com](mailto:odain@passivescaling.com)> wrote:

I totally understand but you won't be required to pay for another aged LLC from Wyoming we can just request a swap for you free of charge once you haven't open a bank account with this LLC.

[Quoted text hidden]

---

**support s** <[support@capitalmarketingmanagementstore.com](mailto:support@capitalmarketingmanagementstore.com)>  
To: Odain K <[odain@passivescaling.com](mailto:odain@passivescaling.com)>  
Cc: [REDACTED]

Sat, Dec 4, 2021 at 10:06 AM

OK. Please send whatever is needed and I will complete it right away. I have included my personal email so I can also receive on my phone if you can please "reply all" so I get the emails while away from my computer.

Thanks Odain.

On Sat, Dec 4, 2021 at 10:03 AM Odain K <[odain@passivescaling.com](mailto:odain@passivescaling.com)> wrote:

I'll have to check with the team for the list of available LLC we have and send you that list for you to choose from and also send you a form for you to fill out so we can request the swap from Wyoming for the LLC but that will be on Monday since the team isn't working today.

[Quoted text hidden]

---

**Odain K** <[odain@passivescaling.com](mailto:odain@passivescaling.com)>

Sat, Dec 4, 2021 at 10:11 AM

To: support s <[support@capitalmarketingmanagementstore.com](mailto:support@capitalmarketingmanagementstore.com)>

Cc: [REDACTED]

Sure not a problem I'll follow up with you on Monday for that swap.

[Quoted text hidden]

---

**Matthew Genes** [REDACTED]

Sat, Dec 4, 2021 at 10:16 AM

To: Odain K <[odain@passivescaling.com](mailto:odain@passivescaling.com)>

Cc: support s <[support@capitalmarketingmanagementstore.com](mailto:support@capitalmarketingmanagementstore.com)>, Matthew Genes [REDACTED]

Thank you. I'll note.

[Quoted text hidden]

---

**Matthew Genes** [REDACTED] >

Mon, Dec 6, 2021 at 8:07 AM

To: Odain K <[odain@passivescaling.com](mailto:odain@passivescaling.com)>

Cc: support s <[support@capitalmarketingmanagementstore.com](mailto:support@capitalmarketingmanagementstore.com)>, Matthew Genes [REDACTED]

Good morning Odain,

As mentioned I'm heading to Costa Rica tomorrow until 12/17. I will be online and fairly available to continue to work on getting the Walmart store set-up and live, but the more we can get done before I go the better!

Thanks for help are I looking forward to hearing from you!

Matt

[Quoted text hidden]

---

**Matthew Genes via Customer Support** <[notifications@customer-support-2301c51db431.intercom-mail.com](mailto:notifications@customer-support-2301c51db431.intercom-mail.com)>

Mon, Dec 6, 2021 at 8:08 AM

Reply-To: Matthew Genes and 2 others

<n+u\_618aeff62ec43471d4b2434d\_715e4b6be2145d7b1e3b9af9bbd6d25e@customer-support-2301c51db431.intercom-mail.com>

To: [REDACTED]

This message was sent to the following 2 people: [odain@passivescaling.com](mailto:odain@passivescaling.com), [REDACTED].

Replying to this email will notify them.

Good morning Odain,

As mentioned I'm heading to Costa Rica tomorrow until 12/17. I will be online and fairly available to continue to work on getting the Walmart store set-up and live, but the more we can get done before I go the better!

Thanks for help are I looking forward to hearing from you!

Matt

[Quoted text hidden]

[Quoted text hidden]

<https://marketplace.walmart.com/wp-content/uploads/2021/03/Asset-68.png>**Quick Links:**[Referral Fees](#) • [Integration Solutions](#) • [Fulfillment Services \(WFS\)](#) • [Performance Standards](#)

Hello Matthew,

Thank you for your interest in Walmart Marketplace.

**Upon extensive review of your application, we've determined that your company is not a fit for Walmart Marketplace at this time.**

Please note there is not an option to appeal this decision, but we are constantly looking for better ways to serve our customers and sellers. Should something change, we'll be sure to reach out and invite you to join at a future date.

Thank you,

**The Walmart Marketplace team**

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Matthew Genes [REDACTED]

Tue, Dec 7, 2021 at 8:52 AM

To: Odain K <[odain@passivescaling.com](mailto:odain@passivescaling.com)>

Cc: support s <[support@capitalmarketingmanagementstore.com](mailto:support@capitalmarketingmanagementstore.com)>, Matthew Genes [REDACTED]

Odain,

Can you please advise on the Walmart store status?

[Quoted text hidden]

---

Matthew Genes via Customer Support <[notifications@customer-support-2301c51db431.intercom-mail.com](mailto:notifications@customer-support-2301c51db431.intercom-mail.com)> Tue, Dec 7, 2021 at 8:53 AM

Reply-To: Matthew Genes and 2 others

<n+u\_618aeff62ec43471d4b2434d\_715e4b6be2145d7b1e3b9af9bbd6d25e@customer-support-2301c51db431.intercom-mail.com>

To: [REDACTED]

This message was sent to the following 2 people: [odain@passivescaling.com](mailto:odain@passivescaling.com), [REDACTED].

Replies to this email will notify them.

Odain,

Can you please advise on the Walmart store status?

On Mon, Dec 6, 2021 at 08:08 AM, "Matthew Genes" <[REDACTED]> wrote:

Good morning Odain,

As mentioned I'm heading to Costa Rica tomorrow until 12/17. I will be online and fairly available to continue to work on getting the Walmart store set-up and live, but the more we can get done before I go the better!

Thanks for help are I looking forward to hearing from you!

Matt

[Quoted text hidden]

[Quoted text hidden]

<https://marketplace.walmart.com/wp-content/uploads/2021/03/Asset-68.png>

Quick Links:

[Referral Fees](#) • [Integration Solutions](#) • [Fulfillment Services \(WFS\)](#) • [Performance Standards](#)

Hello Matthew,

Thank you for your interest in Walmart Marketplace.

**Upon extensive review of your application, we've determined that your company is not a fit for Walmart Marketplace at this time.**

Please note there is not an option to appeal this decision, but we are constantly looking for better ways to serve our customers and sellers. Should something change, we'll be sure to reach out and invite you to join at a future date.

Thank you,

**The Walmart Marketplace team**

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# EXHIBIT M

## To Affidavit of Matthew Genes

- The Resolution for Capital Marketing Management, LLC is executed and attached
- Again, copies of back and front of license is attached

I am back in the country tomorrow and can be free for a call anytime moving forward.

[Quoted text hidden]

#### 5 attachments



20211019\_101440 (1).jpg  
4374K



20211019\_101444.jpg  
3806K

**Guarantee Agreement Matthew Genes.pdf**  
74K

**Blank Resolution to buy back LLC.docx** Matthew Genes.pdf  
65K

**8822B FORM WY pdf (1).pdf**  
93K

**Matthew Genes <[REDACTED]>**

Fri, Dec 17, 2021 at 6:15 PM

To: Kerry Anne Sadler <kerryanne@optimyzedigital.com>, Kerry Anne Sadler <kerry.anne.sadler@gmail.com>, "Roman Sterling H." <roman@optimyzedigital.com>

Roman/Ketty Anne,

We need to schedule a call ASAP please to connect and catch up. All this is very concerning and confusing still. It is also apparent that it is not just to me, but also to the others managing the process on both sides.

You have both been BCC'd on this whole LLC swap that has been going on and it is this sylcal, getting nowhere, an insanely redundant process sending the same forms with the same extremely limited and vague instructions. It's baffling at this point.

There are clearly issues on the Passive Scaling side, which is fine, but I need to be able to speak to someone on a regular basis that knows what's going on and can tell me the truth. I keep getting pointed to others who have no idea and seem to be learning themselves and do not know the answers at all.

I paid 50k and now I am in a whirlwind of obscurity and confusion in every aspect.

This is my last ditch effort to get on the same page and feel comfortable with being part of Passive Scaling and I truly hope you understand why.

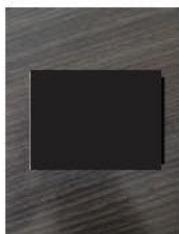
**What day and time can you both make the call?**

[Quoted text hidden]

#### 5 attachments



20211019\_101440 (1).jpg  
4374K



20211019\_101444.jpg  
3806K

 **Guarantee Agreement Matthew Genes.pdf**  
74K

 **\_Blank Resolution to buy back LLC.docx Matthew Genes.pdf**  
65K

 **8822B FORM WY pdf (1).pdf**  
93K

---

**Roman Sterling H.** <roman@optimyzedigital.com>  
To: Matthew Genes <[REDACTED]>

Fri, Dec 17, 2021 at 6:52 PM

Matthew,

Thanks for the feedback. I am your point of contact for now. Kerry Anne is now on the Passive Scaling team full-time. I can hop on a call tomorrow morning at 1030am est. To understand your concerns, then get it all worked out. If this doesn't work send two times you can be available. My apology again for the delays, completely unforeseen.

Kind regards,



**Roman Sterling H.**

Senior Sales Officer

Optimyze Digital LLC

---

Roman@Optimyzedigital.com  
www.Optimyzedigital.com  
3333 Michelson Dr. Suite 300, Irvine, CA

[Quoted text hidden]

---

**Matthew Genes** <[REDACTED]>  
To: "Roman Sterling H." <roman@optimyzedigital.com>

Fri, Dec 17, 2021 at 6:59 PM

Thank you for the quick response, Roman. 1030am works for me.

I'll wait for you to call my cell on or around 1030am.

Matt

[Quoted text hidden]

---

**Roman Sterling H.** <roman@optimyzedigital.com>  
To: Matthew Genes <[REDACTED]>

Fri, Dec 17, 2021 at 7:00 PM

Absolutely, you are on my calendar.

Kind regards,



**Roman Sterling H.**

Senior Sales Officer

Optimyze Digital LLC

---

Roman@Optimyzedigital.com  
www.Optimyzedigital.com  
3333 Michelson Dr. Suite 300, Irvine, CA

[Quoted text hidden]

---

**Matthew Genes** <[REDACTED]>  
To: "Roman Sterling H." <roman@optimyzedigital.com>

Sat, Dec 18, 2021 at 10:04 AM

Roman,

Can we push 30 Mims, to 11am?

If not no worries I'll make it work.

Let me know,

**PX24**

**Attachment A**

**001672**

# EXHIBIT N

## To Affidavit of Matthew Genes

Should we proceed, or based on our last call, is it better to wait to apply for Walmart based on your research at this point?  
[Quoted text hidden]

---

**Matthew Genes** [REDACTED]

Thu, Jan 13, 2022 at 6:00 PM

To: Jerdonna P <jerdonna@passivescaling.com>, Tatiana S <support@passivescaling.com>

Jerdonna and Tatiana,

Just wanted to follow up on this?

[Quoted text hidden]

---

**Jerdonna P** <support@mail.salessupport.ladesk.com>

Fri, Jan 14, 2022 at 9:48 AM

To: Matthew Genes <[REDACTED]>, Odain <odain@passivescaling.com>, Support <support@passivescaling.com>, Jerdonna P <jerdonna@passivescaling.com>  
Cc: "Roman Sterling H." <roman@optimyzedigital.com>

**Hi Matthew,**

**Apologies for the delay in response**

Based on information received and results from the Walmart application for the past 2 weeks we do not recommend submitting an application as the success rate has been 0% with the Walmart application.

We can either wait for some more time or discuss getting another amazon store if interested.

We can discuss further at the meeting schedule for 11:30 am est today

**Kind Regards,**

**Jerdonna P.**

**Onboarding Specialist**

**Direct: (850)721-1791**

**Email [jerdonna@passivescaling.com](mailto:jerdonna@passivescaling.com)**

[Quoted text hidden]

---

**Matthew Genes** [REDACTED] >

Fri, Jan 14, 2022 at 11:16 AM

To: Jerdonna P <support@mail.salessupport.ladesk.com>

Cc: Odain <odain@passivescaling.com>, Support <support@passivescaling.com>, Jerdonna P <jerdonna@passivescaling.com>, "Roman Sterling H." <roman@optimyzedigital.com>

Ok we can discuss on the call on how that relates to the original contract and expectations. Thank you.

[Quoted text hidden]

# EXHIBIT O

## To Affidavit of Matthew Genes



Matthew Genes &lt;[REDACTED]&gt;

**Re: Matthew Genes Call Follow-Up & LLC Address Change - [FCX-HVCPV-593]**

10 messages

Jerdonna P &lt;support@mail.salessupport.ladesk.com&gt;

To: Jerdonna P &lt;jerdonna@passivescaling.com&gt;, Matthew Genes &lt;[REDACTED]&gt;

Wed, Jan 19, 2022 at 1:44 PM

**Hi Matthew,**

I have started the resales process for ALTERNATIVE MARKETING RESOURCES

Username: ALTERNATIVEMARKETINGRESOURCE

Password: [REDACTED]

Answer: [REDACTED]

Portal link: <https://excise-wyifs.wy.gov/Default.aspx>

Please lookout for an email from the Wyoming team with a pin number, this number is needed to complete the resales process

**Kind Regards,**  
Jerdonna P.  
Onboarding Specialist  
Direct: (850)721-1791  
Email [jerdonna@passivescaling.com](mailto:jerdonna@passivescaling.com)

**\*\*If you need immediate assistance, please give us a call at (850)721-1791 and ask for a manager.\*\***

Matthew Genes &lt;[REDACTED]&gt;

Wed, Jan 19, 2022 at 2:07 PM

To: Jerdonna P &lt;support@mail.salessupport.ladesk.com&gt;

Cc: Jerdonna P &lt;jerdonna@passivescaling.com&gt;

Will do. Thank you.

[Quoted text hidden]

Tatiana S &lt;support@mail.salessupport.ladesk.com&gt;

Wed, Jan 19, 2022 at 2:15 PM

To: Matthew Genes &lt;[REDACTED]&gt;, Jerdonna P &lt;jerdonna@passivescaling.com&gt;

**Hi Matthew,**

All of the orders that had been placed with 1HR had been canceled. If the purchase orders have been paid, the team will double-check, provide credit, and ship out the product as soon as possible.

Your Amazon seller account also has two active items for sale.

**Kind Regards,**  
Tatiana S.  
Client Success Manager  
Direct: (850)721-1791  
Email: [Tatiana@passivescaling.com](mailto:Tatiana@passivescaling.com)

[Quoted text hidden]

Matthew Genes &lt;[REDACTED]&gt;

Wed, Jan 19, 2022 at 2:33 PM

To: Tatiana S &lt;support@mail.salessupport.ladesk.com&gt;

**PX24****Attachment A****001676**

Cc: Jerdonna P <jerdonna@passivescaling.com>

Hi Tatiana,

What is this response in relation too?

[Quoted text hidden]

---

**Tatiana S** <support@mail.salessupport.ladesk.com>  
To: Matthew Genes [REDACTED], Jerdonna P <jerdonna@passivescaling.com>

Wed, Jan 19, 2022 at 2:53 PM

Hi Matthew,

To your previous email, for the canceled orders.

Please let me know if you have any questions.

[Quoted text hidden]

---

 **Fit Factory Mail - Cancelled Orders.pdf**  
327K

---

**Matthew Genes** [REDACTED] >  
To: Tatiana S <support@mail.salessupport.ladesk.com>  
Cc: Jerdonna P <jerdonna@passivescaling.com>

Wed, Jan 19, 2022 at 2:58 PM

Ok, make sense now.

Can you provide further detail as to why so many orders were cancelled and where the funds are held until repurchases are made?

As well as a estimated time frame when the funds will be used to purchase new items and when they would be ready for sale?

[Quoted text hidden]

---

**Sherica** <support@mail.salessupport.ladesk.com>  
To: Matthew Genes [REDACTED]

Wed, Jan 19, 2022 at 4:24 PM

Hi Matthew,

The orders were canceled because some items were out of stock, the credits are designated for future orders.

One order was placed yesterday and another will be placed today with the credits that we have for you.

Kind Regards,  
Sherica.  
Wholesale Specialist  
Direct: (850)721-1791  
Email: [Sherica@passivescaling.com](mailto:Sherica@passivescaling.com)

[Quoted text hidden]

---

**Matthew Genes** <[REDACTED]>  
To: Sherica <support@mail.salessupport.ladesk.com>

Thu, Jan 20, 2022 at 7:31 AM

I just paid cash \$1,032.30 for an order yesterday that I got an invoice for. Should I have not paid for that order then?

I also have an invoice today for \$2,172.72 now. Should I pay yesterday invoice today?

[Quoted text hidden]

**Sherica** <support@mail.salessupport.ladesk.com>  
To: Matthew Genes [REDACTED]

Thu, Jan 20, 2022 at 9:33 AM

Hi Matthew,

The most recent order should be with the credits, I will confirm with your Account Manager.

[Quoted text hidden]

---

**Sherica** <support@mail.salessupport.ladesk.com>  
To: Matthew Genes [REDACTED]  
Cc: russel@mge-commstore.com

Thu, Jan 20, 2022 at 9:37 AM

Hi Matthew,

The last PO should not be paid for, Russel will clarify everything with you.

[Quoted text hidden]

# EXHIBIT P

## To Affidavit of Matthew Genes



Matthew Genes &lt;[REDACTED]&gt;

## Your Amazon seller detail pages have been temporarily removed

3 messages

**Amazon Services** <seller-info@amazon.com>  
Reply-To: Amazon Services <seller-info@amazon.com>  
To: [REDACTED]

Fri, Jan 28, 2022 at 7:05 AM



Dear seller,

We have temporarily deactivated some of your detail pages because they are potentially violating Amazon's Restricted Products policy. The listings that were deactivated are currently under review and can be found at the end of this email.

	ASIN	SKU	Title
	B092NQ9P45	mat_3.72E+11	New Improved Formula Artri AJO King Ortiga & Omega 3 Dolor - Joint Support Supplement 100 Tabletas Flexibilidad. Curcuma, Omega 3, (1 Pack)

### Why is this happening?

Customers trust that they can always buy with confidence on Amazon. The sale of illegal, unsafe, or other restricted products is strictly prohibited. Although Amazon is undertaking this review, you are responsible for ensuring that the products you offer comply with all applicable laws, regulations, and Amazon's policies.

### What actions do I need to take?

The review period generally takes 2-4 business days, but may take longer depending on the type of product that is being reviewed. There is no action needed from you at this time. If we confirm that your listings do not violate Amazon's Restricted

Products policy, they will be automatically reinstated. Otherwise, they will remain deactivated and we will provide you with additional information about the removal.

**Learn more about our policies in Seller Central Help:**

<https://sellercentral.amazon.com/gp/help/200164330>  
<https://sellercentral.amazon.com/gp/help/200832300>  
<https://sellercentral.amazon.com/gp/help/CYAVS22E6CQKV2B>

### Have your listings been deactivated in error?

If you believe that the products listed are permitted for sale on Amazon, contact Selling Partner

**PX24****Attachment A****001680**

Support: <https://sellercentral.amazon.com/cu/contact-us> and include evidence or documentation that supports your claim. We will investigate your concern and the additional information provided.

**You can view your account performance at**

[https://sellercentral.amazon.com/performance/dashboard?reftag=ah\\_em\\_RP](https://sellercentral.amazon.com/performance/dashboard?reftag=ah_em_RP) or by selecting Account health on the home page of the Amazon Seller app on your iOS or Android device. The Account health page shows how well your account is performing against the performance metrics and policies that are required to sell on Amazon. <https://sellercentral.amazon.com/gp/help/200205250>

- Download iOS App at <https://itunes.apple.com/us/app/amazon-seller/id794141485?mt=8>

- Download Android App at  
[https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en\\_US](https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en_US)

Thank you.

-Amazon Services

**[Was this email helpful?](#)**

If you have any questions visit: Seller Central

To change your email preferences visit: Notification Preferences

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Amazon.com, [410 Terry Avenue North, Seattle, WA 98109-5210](#)

---

**Matthew Genes <[REDACTED]>** Fri, Jan 28, 2022 at 7:16 AM  
To: Russel C <[russel@mge-commstore.com](mailto:russel@mge-commstore.com)>, "sherica@passivescaling.com" <[sherica@passivescaling.com](mailto:sherica@passivescaling.com)>

Russel/Sherica,

Please see violation below:

[Quoted text hidden]

---

**Russel C <[russel@mge-commstore.com](mailto:russel@mge-commstore.com)>**  
To: Matthew Genes <[REDACTED]>  
Cc: "sherica@passivescaling.com" <[sherica@passivescaling.com](mailto:sherica@passivescaling.com)>

Fri, Jan 28, 2022 at 12:33 PM

Hello Matthew.

For this SKU we don't have to do anything for now it will eventually back on track and ready on sale.

Sincerely

RusselC  
[Quoted text hidden]

# EXHIBIT Q

## To Affidavit of Matthew Genes



Matthew Genes &lt;[REDACTED]&gt;

## Notification of Restricted Products Removal

3 messages

**Amazon Services** <seller-info@amazon.com>  
Reply-To: Amazon Services <seller-info@amazon.com>  
To: [REDACTED]

Fri, Feb 4, 2022 at 8:06 PM



Hello from Amazon,

We are writing to let you know that the following detail pages have been removed from our catalog:

ASIN: B092NQ9P45, SKU: mat\_3.72E+11, Title: New Improved Formula Artri AJO King Ortiga & Omega 3 Dolor - Joint Support Supplement 100 Tabletas Flexibilidad. Curcuma, Omega 3, (1 Pack)

This product has been identified as a drug product that contains a prescription drug ingredient.

Amazon policy prohibits the sale or listing of products that contain prescription-only active ingredients. If you disagree with this determination, or you believe this product has been approved for Over-The-Counter (OTC) use, please provide the product National Drug Code (NDC) number and apply for reinstatement through seller central. For more information, please see the Drugs & Drug Paraphernalia Seller Help Page - [https://www.amazon.com/gp/help/customer/display.html?ref=hp\\_rel\\_topic&ie=UTF8&nodeld=200277220](https://www.amazon.com/gp/help/customer/display.html?ref=hp_rel_topic&ie=UTF8&nodeld=200277220)

Why is this happening?

We took this action because this product is not permitted for sale on Amazon.com. It is your obligation to make sure the products you offer comply with all applicable laws, regulations, and Amazon's policies.

What actions do I need to take?

- If any of the above ASINs are Fulfillment by Amazon (FBA) offers, please initiate a removal request for the ASIN(s) referenced above to have your inventory sent to a location of your choosing. If you fail to initiate a removal request within 30 days of this notification, we may dispose of it in accordance with the Amazon Services Business Solutions Agreement and FBA policies. For more information on our FBA policies, please review <https://sellercentral.amazon.com/gp/help/201030350> and <https://sellercentral.amazon.com/gp/help/200140860>.
- Within 48 hours of this warning, please review your listings and close, delete, or archive any listings that do not comply with all applicable laws, regulations, and Amazon's policies, including the product(s) listed above.

Please note that moving a restricted product listing to Inactive (Out of Stock) does not make the listing compliant. If you think your product was incorrectly identified as a restricted product on Amazon, close the listing immediately to ensure compliance while you appeal the restriction with Selling Partner Support.

What happens if I fail to follow the above instructions?

Failure to properly close or delete all restricted product listings from your inventory may result in the deactivation of your selling account, and funds may be permanently held.

We're here to help:

If you have questions about our restricted products policy, please review:

**Attachment A**

**PX24**

**001683**

Have you received this notification in error?

- If you believe the product(s) listed above are permitted for sale on Amazon, please include evidence or documentation demonstrating that your account has not violated our restricted products policy and contact Selling Partner Support: <https://sellercentral.amazon.com/cu/contact-us>. We will investigate your concern.

- If you are unsure, please review: <https://sellercentral.amazon.com/gp/help/200164330> before appealing the restriction with Selling Partner Support.

You can view your account performance at [https://sellercentral.amazon.com/performance/dashboard?reftag=ah\\_em\\_rp](https://sellercentral.amazon.com/performance/dashboard?reftag=ah_em_rp) or select Account Health on the home screen of the Amazon Seller app on your iOS or Android device. The Account Health dashboard shows how well your account is performing in light of the metrics and policy compliance standards required to sell on Amazon.

- Download iOS App at <https://itunes.apple.com/us/app/amazon-seller/id794141485?mt=8>

- Download Android App at [https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en\\_US](https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en_US)

We appreciate your cooperation and thank you for selling on Amazon.com.

Amazon Services

Please note: This e-mail was sent from a notification-only address that cannot accept incoming e-mail. Please do not reply to this message.

[Was this email helpful?](#)

If you have any questions visit: Seller Central

To change your email preferences visit: Notification Preferences

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Amazon.com, <410 Terry Avenue North, Seattle, WA 98109-5210>

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**Matthew Genes** [REDACTED]  
To: Russel C <[russel@mge-commstore.com](mailto:russel@mge-commstore.com)>, "sherica@passivescaling.com" <[sherica@passivescaling.com](mailto:sherica@passivescaling.com)>

Fri, Feb 4, 2022 at 8:08 PM

This seems like and issue?

[Quoted text hidden]

---

**Matthew Genes** [REDACTED]>  
To: Russel C <[russel@mge-commstore.com](mailto:russel@mge-commstore.com)>, [sherica@passivescaling.com](mailto:sherica@passivescaling.com)

Sat, Feb 5, 2022 at 10:42 AM

Also sew attached from seller central

[Quoted te t hidden]

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**Screenshot\_20220205-083335\_Amazon Seller.jpg**

396K

# EXHIBIT R

## To Affidavit of Matthew Genes



Matthew Genes [REDACTED] &gt;

## Matthew Genes Follow-Up Email

4 messages

Matthew Genes [REDACTED]

Sat, Feb 5, 2022 at 5:19 PM

To: Jerdonna P &lt;jerdonna@passivescaling.com&gt;

Hi Jerdonna,

Thank you for your time on the call on my way to the airport Monday. I do appreciate your prompt responses and willingness to get on a call and try to help organize whatever is going on right now with my stores, POs, support, communication and the thousands of dollars I have sent between the 50k consulting fee and the POs which to date have all been required to pay all in cash vs credit card.

As discussed I am not comfortable approving and paying any more POs until we can get a better understanding and communication on what is happening with my store from POs, inventory and overall performance expectations.

I wanted to send this email as a quick follow-up:

### Main Point of Contact & Weekly Detailed Updates Request:

- 1.) I have been pointed in many directions and have spoken to many people when trying to get answers or even just trying to understand the process and what is going on. 9 out of 10 times when I can be on a call with someone they seem to be lost and disconnect from everyone and anything else related to my account. I typically will be sent a calendar link by one person who has instructed me to speak with another person, and by the time we get on the call they have no idea why we are on the call and we get nowhere.
- 2.) My contacts to date have been; *Roman, Kerry Anne, Tatina, Laynna, Sherica, Russell, Odain, Alex, Michael, Martin and I am pretty sure 1 or 2 more*. I either get nowhere, no response if I follow up, and most recently a no show on the 4th call I have tried to schedule to understand Sales.Support and Amazon Central dashboard. Again, this is the 4th failed attempt at this specifically.
- 3.) I have also requested weekly updates several times, and was told they would start several times, and they have not. I am always searching for answers and trying to understand. **ATTACHED** is the email chain for your review.

### PO Accounting & Tracking(this process like the communication is reactive, confusing, & disorganized):

- 1.) At one point I learned, after the fact, several POs I approved and some even paid for in cash were cancelled. I was not made aware and had to inquire why the status said "cancelled" on these POs.
- 2.) With POs just being sent without any other explanation or information other than a google doc listing product I am blindly sending cash payments to vendors with no expectations or understanding.
- 3.) The last (3) POs recently sent were also confusing because the sequence did not make sense, and one of the POs(PO3 1K6T5D) I was told was cancelled, but now I am being sent a payment request for the same cancelled PO3 1K6T5D?
  - a.) PO 1-6 came in order. The following (2) POs pending for approval now are labeled PO9 & PO24. What happened to POs 7-8 & POs 10-23?
  - b.) PO3(1K6T5D) I was told was cancelled, but I have received a payment request for it. same PO sku and amount. **ATTACHED** is the payment request and the email chain stating it was cancelled.
- 4.) In this link [HERE](#) is a spreadsheet that I created myself to try and keep track of all POs. I have requested a full PO & inventory accounting report, but still have not received one or was my request even acknowledged

In conclusion, and as discussed on our call, I will not be approving or making payment for any more POs until we can get this process more transparent and organized on all levels. I can not continue sending payments out with little to no understanding of the process or any expectations of when I should start seeing a return of my capital.

I am looking to have all this completely corrected by 2/14, Monday or will be requesting a full refund of my consulting fee and all other associated cost to date. Not to mention my contract was for a Walmart & Amazon store which did not happen after 2 failed application attempts and a lot of my time and energy.

Again, I appreciate your understanding and willingness to always do the best you can to help but at my wits end at this point. It has been a very frustrating 4 months so far. I truly hope we can get this worked out

Thank you,



C: [REDACTED]

### 3 attachments



**PO3 Payment Request.JPG**  
64K

- Fit Factory Mail - Weekly Status Email.pdf**  
133K
- Fit Factory Mail -PO3 Cancelled Email.pdf**  
142K

**Matthew Genes** [REDACTED]  
To: Jerdonna P <jerdonna@passivescaling.com>

Mon, Feb 14, 2022 at 8:38 AM

Good morning Jerdonna,

I wanted to follow-up on the below email and details.

I did get a chance to finally speak to Martian last week, which was helpful. He was not on the call at 1st and was not informed of the purpose of the call, but once I gave him all the details the call went well from there.

One of the concerns related to the performance of my store is the lack of inventory available. Right now, I still only have 2 product in stock and 1 has been flagged by Amazon and made inactive. So essentially I only have one product and limited inventory available my store. I've approved and paid for every PO that I received to date as well. Anyways, this is just an update on this.

I look you on the overall updated related to the below email sent a couple of weeks back.

Thank you,  
Matt  
[Quoted text hidden]

**Matthew Genes** [REDACTED]  
To: Jerdonna P <jerdonna@passivescaling.com>

Thu, Feb 17, 2022 at 8:12 AM

Good morning,

Following up since we've passed the date of the 14th as discussed and stated in the original follow up email.

[Quoted text hidden]

**Matthew Genes** [REDACTED]  
**PX24**

**Attachment A**

Mon, Feb 21, 2022 at 8:02 AM

**001688**

Jerdonna,

I surprised I haven't gotten a response from you yet, I hope this email finds you well.

I'll give it another day before I try a different channel to reach someone.

Matt

[Quoted text hidden]

# EXHIBIT S

## To Affidavit of Matthew Genes



Matthew Genes <[REDACTED]>

## Re: Matthew Genes Follow-Up Email - [LWJ-CNGQV-336]

6 messages

Jerdonna P <support@mail.salessupport.ladesk.com>

To: Matthew Genes <[REDACTED]>, Jerdonna P <jerdonna@passivescaling.com>

Mon, Feb 7, 2022 at 9:41 AM

Hi Matthew,

I have read through your detailed request and have reached out to the relevant teams.

For your meeting tomorrow I have requested for your email send to be used as the guide for the discussion this should better the team with resolving all the outstanding concerns and queries regarding your store.

I will follow up with you tomorrow after the meeting either by call or email to confirm issue resolution.

Sincerely,

-----Original message-----

From: <[REDACTED]>

Sent: 02/05/2022 17:19:50

Hi Jerdonna,

Thank you for your time on the call on my way to the airport Monday. I do appreciate your prompt responses and willingness to get on a call and try to help organize whatever is going on right now with my stores, POs, support, communication and the thousands of dollars I have sent between the 50k consulting fee and the POs which to date have all been required to pay all in cash vs credit card.

As discussed I am not comfortable approving and paying any more POs until we can get a better understanding and communication on what is happening with my store from POs, inventory and overall performance expectations.

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- 2.) My contacts to date have been; *Roman, Kerry Anne, Tatina, Laynna, Sherica, Russell, Odain, Alex, Michael, Martin and I am pretty sure 1 or 2 more*. I either get nowhere, no response if I follow up, and most recently a no show on the 4th call I have tried to schedule to understand Sales.Support and Amazon Central dashboard. Again, this is the 4th failed attempt at this specifically.
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Again, I appreciate your understanding and willingness to always to the best you can to help but at my wits end at this point. It has been a very frustrating 4 months so far. I truly hope we can get this worked out

Thank you,



C: [REDACTED]

Matthew Genes <[REDACTED]>  
To: Jerdonna P <support@mail.salessupport.ladesk.com>  
Cc: Jerdonna P <jerdonna@passivescaling.com>

Mon, Feb 7, 2022 at 10:39 AM

Thank you for the update.  
[Quoted text hidden]

Michael <support@mail.salessupport.ladesk.com>  
To: Matthew Genes [REDACTED]

Tue, Feb 8, 2022 at 3:53 PM

Hi Matthew,

As requested in our meeting with Martin, kindly use the link below to schedule a follow-up meeting in a few weeks. Please mention in the meeting notes that you are requesting Martin's presence, and any other questions you may have. Also, the ideal meeting time is 2:30 pm EST.

A meeting can be set with the team using the below link.  
<https://go.oncehub.com/AmazonFBASupport>

Sincerely,

**PX24**

**Attachment A**

**001692**

Michael

[Quoted text hidden]

**Sherica** <support@mail.salessupport.ladesk.com>  
To: Matthew Genes <████████>

Thu, Feb 17, 2022 at 8:34 AM

Hi Matthew,

As of now Amazon is still receiving inventory so we expect the sales to go up, your Account Manager is following up with the warehouse regarding the other shipments, he is also sourcing other Purchase Orders for the store.

Sincerely,

Sherica

-----Original message-----

From: █████  
Sent: 02/17/2022 08:12:27

Good morning,

Following up since we've passed the date of the 14th as discussed and stated in the original follow up email.

**Jerdonna P** <support@mail.salessupport.ladesk.com>  
To: Matthew Genes <████████>, Jerdonna P <jerdonna@passivescaling.com>

Thu, Feb 17, 2022 at 8:50 AM

Hi Matthew,

Thanks for the update we will keep working on that for you

Sincerely,

[Quoted text hidden]

**Jerdonna P** <support@mail.salessupport.ladesk.com>  
To: Matthew Genes <████████>, Jerdonna P <jerdonna@passivescaling.com>

Mon, Feb 21, 2022 at 8:14 AM

Hi Matthew,

Apologies for the delay in response

I have been under the weather lately.

I have reached out to the team regarding the status of your Amazon store and getting products listed.

I do not have an updated a time frame for resolution as yet but I will continue to work with you on getting this resolved

Sincerely,

-----Original message-----

From: [REDACTED]

Sent: 02/21/2022 08:02:45

Jerdonna,

I surprised I haven't gotten a response from you yet, I hope this email finds you well.

I'll give it another day before I try a different channel to reach someone.

Matt

# EXHIBIT T

## To Affidavit of Matthew Genes



Matthew Genes [REDACTED]

**Store performance update**

7 messages

**Matthew Genes** <[REDACTED]>  
To: "sherica@passivescaling.com" <sherica@passivescaling.com>, Russel C <russel@mge-commstore.com>

Wed, Feb 23, 2022 at 3:35 PM

Hey Guys,

What is going on with store performance and inventory. Seems very weak still.

Martian informed me that we should be Scaling toward 10k-15k by the end of March, which does not seem like we are track to do.

Please provide a detailed update...

**Russel C** <russel@mge-commstore.com>  
To: Matthew Genes [REDACTED]

Thu, Feb 24, 2022 at 9:07 AM

Hello Matthew

For the PO that I am sending to you we are dependent on our vendor and we are sourcing for the high profit item to sell on AMZ. If there is a new vendor that is open for your account we will source it and get the high profit item.

Sincerely

RusselC

[Quoted text hidden]

**Matthew Genes** [REDACTED]  
To: Russel C <russel@mge-commstore.com>  
Cc: Sherica S <sherica@passivescaling.com>

Thu, Feb 24

Russel,

I am a bit confused. Jocelyn managing my other store has been able to source two POs in 1 week and is from KEHE who also accepts credit cards.

You seem to be having a problem sourcing POs and only from 1HR.

Please advise?

**Jocelyn C**

to MatthewGenes, Sherica

4:58 PM (3 hours ago)

Good day Matthew

I already placed an order for the store, at any moment the kehe distributor will charge the credit card and will call you right away once we have an issue with it. currently, I'm creating a new Purch: next week so we can fast track the orders and hit our target sales for next month. Thanks

Stay safe

[Quoted text hidden]

**Russel C** <russel@mge-commstore.com>  
To: Matthew Genes [REDACTED]  
Cc: Sherica S <sherica@passivescaling.com>

Fri, Feb 25, 2022 at 10:26 AM

Hello Matthew,

1HR is a good vendor. They automatically make a credit if the items are missing and also they guarantee to pull out an item if that is not selling well unlike kehe that we have to liquidate it if the item is now selling well. Well if you don't like a 1HR then I'll order a Kehe for you.

Sincerely

RusselC

[Quoted text hidden]

**Matthew Genes** [REDACTED]>  
To: Russel C <russel@mge-commstore.com>  
Cc: Sherica S <sherica@passivescaling.com>

Fri, Feb 25, 2022 at 10:34 AM

From my understanding, it is always better to be using multiple vendors to make sure we always have inventory and are not waiting.

This main issue with the store currently is we only have 1 product available with minimal inventory. The other product is still in violation and can't be sold.

Having both Kehe and 1HR would seem to make the most sense I would think.

Since January the store has only done \$555 of total sales, and Martin had mentioned we should be approaching 10k-15k by the end of March. Do you foresee the store producing 10k-15k in sales by March with this current inventory?

[Quoted text hidden]

**Russel C** <russel@mge-commstore.com>  
To: Matthew Genes [REDACTED]  
Cc: Sherica S <sherica@passivescaling.com>

Fri, Feb 25, 2022 at 11:09 AM

Hello Matthew

There is a delayed shipment because the company has a new warehouse. and also the PO that I order to the store are inbound to amazon. If there is no problem that will arise then we have no issue of achieving that 10k-15k.

**PX24****Attachment A****001696**

Do you approve of the PO that I sent to you ?

Sincerely  
RusselC  
[Quoted text hidden]

---

**Matthew Genes** [REDACTED]  
To: Russel C <russel@mge-commstore.com>  
Cc: Sherica S <sherica@passivescaling.com>

Fri, Feb 25, 2022 at 4:44 PM

Ok that would be great.

PO was approved through the other email, yes.

Thanks  
[Quoted text hidden]

# EXHIBIT U

## To Affidavit of Matthew Genes



Matthew Genes &lt;[REDACTED]&gt;

## PO Charge Questions MG E-Comm & Alternative Marketing Resources

5 messages

Matthew Genes &lt;[REDACTED]&gt;

Wed, Mar 9, 2022 at 3:49 PM

To: michael@passivescaling.com, Jocelyn C &lt;jocelyn@alternativemarketingresourcestore.com&gt;, Russel C &lt;russel@mge-commstore.com&gt;

Michael &amp; Team,

I am trying to compare some recent charges on my AMEX to POs that I have received and I see in both Sale.Support accounts. Can you please help me identify these charges?

- **TREE OF LIFE \$2,710:** I do not have a PO for this and do not see one in either Sale.Support account
- KEHE Distributors **\$1,780.83:** I do not have a PO for this and do not see one in either Sale.Support account
- MELIO 1HR DELIVERY **\$124.84:** I did get a PO for this from Russel, however, I do not see this PO in either Sales.Support account

The "TREE OF LIFE" is a large charge and I want to make sure this is a legitimate charge before I call AMEX to dispute this charge.

Recent Transactions (Since Feb 22. Closing Mar 24)				<a href="#">View All</a>
Mar 9	Pending	TREE OF LIFE	\$2,710.00	
Mar 4	Credit	AUDIBLE AUDIBLE.COM NJ	-\$14.95	
Mar 4	Credit	AUDIBLE AUDIBLE.COM NJ	-\$14.95	
Mar 4	Credit	AUDIBLE AUDIBLE.COM NJ	-\$14.95	
Mar 3		KEHE DISTRIBUTORS, LROMEVOI...	\$1,780.83	
Mar 3		MELIO1HR DELIVERIES NEW YOR...	\$124.84	
Mar 3		MELIOMELIO WEST MEMPHIS AR	\$3.62	



C: [REDACTED]

**PX24****Attachment A****001699**

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Russel C <russel@mge-commstore.com>

Wed, Mar 9, 2022 at 4:30 PM

To: Matthew Genes <████████>

Cc: michael@passivescaling.com, Jocelyn C <jocelyn@alternativemarketingresourcestore.com>

Hello Matthew,

Tomorrow we will receive the invoice from kehe(tree of life). Let's wait if the amount that is deducted is matched. And if they overcharged will take a credit for that amount.

[Quoted text hidden]

---

Matthew Genes <████████>

Wed, Mar 9, 2022 at 5:03 PM

To: Russel C <russel@mge-commstore.com>

Cc: michael@passivescaling.com, Jocelyn C <jocelyn@alternativemarketingresourcestore.com>

Thank you.

Please see attached report of all PO charges to date= **\$9,628.43**

How can we come up with a process so I always know *when something will be charged, how much it is going to be and who the vendor will be so I can recognize the charge?*

If I have no information ahead of time that matches the vendor and charge I have no way of telling if it is a fraud charge or legitatemtb, like the "TREE OF LIFE" charge. I had no idea what that charge was until I asked.

[Quoted text hidden]



MG E-Comm & Alternative Marketing Resources PO Tracker.xlsx

9K

---

Russel C <russel@mge-commstore.com>

Thu, Mar 10, 2022 at 9:38 AM

To: Matthew Genes <████████>

Cc: michael@passivescaling.com, Jocelyn C <jocelyn@alternativemarketingresourcestore.com>

Hello Matthew,

KEHE and Tree Of Life are the same vendor that's the new Vendor that I am ordering to. and for the PO that I ordered the other day it will be processed next week. So we will receive the invoice next week and we will see how much they charge for that PO.

For the 1HR, yesterday we had a meeting and the contents of our meeting are the items that are not in the warehouse and how much is our credit. The reason for that is that 1hr has a glitch in the system that they are using. The item that is in the invoice did not match the item on the system. The estimated credit that we have is about 3k, not sure the exact amount so I will send you the PO and spend the credit that we have in 1HR. Thank you for understanding.

Sincerely

RusselC

[Quoted text hidden]

---

Matthew Genes <████████>

Wed, Mar 16, 2022 at 3:59 PM

To: Toni S <toni@passivescaling.com>

[Quoted text hidden]

# EXHIBIT V

## To Affidavit of Matthew Genes



Matthew Genes &lt;[REDACTED]&gt;

**Re: PO Charge Questions MG E-Comm & Alternative Marketing Resources - [ZPB-DMWLL-769]**

5 messages

**Toni** <support@mail.salessupport.ladesk.com>

Fri, Mar 11, 2022 at 4:39 PM

To: Matthew Genes <[REDACTED]>, Russel C <russel@mge-commstore.com>, Michael K <michael@passivescaling.com>, Matthew Genes and 2 others <n+u\_61e825f119bcf6e1829f43a3\_37006ee5aba8519facb14619fa27427a@customer-support-2301c51db431.intercom-mail.com>, Tesheena Tracey via Intercom <notifications@customer-support-2301c51db431.intercom-mail.com>, Jocelyn C <jocelyn@alternativemarketingresourcestore.com>

Hello Matthew,

I trust this email finds you well.

This is Toni, your new Wholesale Specialist. Do you have any questions or concerns you would like answered/solved?

Kind Regards,  
Toni  
Wholesale Specialist  
Direct: (850)721-1791  
Email: [Toni@passivescaling.com](mailto:Toni@passivescaling.com)

\*\*If you need immediate assistance, please give us a call at (850)721-1791 and ask for a manager.\*\*

-----Original message-----

From: [russel@mge-commstore.com](mailto:russel@mge-commstore.com)  
Sent: 03/10/2022 09:38:27

Hello Matthew,

KEHE and Tree Of Life are the same vendor that's the new Vendor that I am ordering to. and for the PO that I ordered the other day it will be processed next week. So we will receive the invoice next week and we will see how much they charge for that PO.

For the 1HR, yesterday we had a meeting and the contents of our meeting are the items that are not in the warehouse and how much is our credit. The reason for that is that 1hr has a glitch in the system that they are using. The item that is in the invoice did not match the item on the system. The estimated credit that we have is about 3k, not sure the exact amount so I will send you the PO and spend the credit that we have in 1HR. Thank you for understanding.

Sincerely

RusselC

**Matthew Genes** <[REDACTED]>

Fri, Mar 11, 2022 at 4:40 PM

To: Toni <support@mail.salessupport.ladesk.com>

Cc: Russel C <russel@mge-commstore.com>, Michael K <michael@passivescaling.com>, Matthew Genes and 2 others <n+u\_61e825f119bcf6e1829f43a3\_37006ee5aba8519facb14619fa27427a@customer-support-2301c51db431.intercom-mail.com>

**PX24**

**Attachment A**

**001702**

mail.com>, Tesheena Tracey via Intercom <notifications@customer-support-2301c51db431.intercom-mail.com>, Jocelyn C <jocelyn@alternativemarketingresourcestore.com>

Hi Toni,

Please provide more details?

Are you replacing someone?

[Quoted text hidden]

---

**Matthew Genes** [REDACTED]

Sun, Mar 13, 2022 at 10:44 AM

To: Toni <support@mail.salessupport.ladesk.com>

Cc: Russel C <russel@mge-commstore.com>, Michael K <michael@passivescaling.com>, Matthew Genes and 2 others <n+u\_61e825f119bcf6e1829f43a3\_37006ee5aba8519facb14619fa27427a@customer-support-2301c51db431.intercom-mail.com>, Tesheena Tracey via Intercom <notifications@customer-support-2301c51db431.intercom-mail.com>, Jocelyn C <jocelyn@alternativemarketingresourcestore.com>

Michael,

It was just approved you would be the wholesale specialist for both of NY stores.

I am confused?

[Quoted text hidden]

---

**Toni** <support@mail.salessupport.ladesk.com>

Mon, Mar 14, 2022 at 7:16 PM

To: [REDACTED]

Hi Matthew,

I trust this email finds you well.

We recently made some changes internally and I am your new assigned wholesale specialist.

I apologize for any confusion this may have caused.

My booking link is <https://go.oncehub.com/ToniS>

**Kind Regards,**

**Toni**

**Wholesale Specialist**

**Direct: (850)721-1791**

**Email: [Toni@passivescaling.com](mailto:Toni@passivescaling.com)**

**\*\*If you need immediate assistance, please give us a call at (850)721-1791 and ask for a manager.\*\***

-----Original message-----

From: [notifications@customer-support-2301c51db431.intercom-mail.com](mailto:notifications@customer-support-2301c51db431.intercom-mail.com)  
Sent: 03/13/2022 09:44:39

This message was sent to the following 3 people: [support@mail.salessupport.ladesk.com](mailto:support@mail.salessupport.ladesk.com), [michael@passivescaling.com](mailto:michael@passivescaling.com), [jocelyn@alternativemarketingresourcestore.com](mailto:jocelyn@alternativemarketingresourcestore.com). Replying to this email will notify them.

Michael,

It was just approved you would be the wholesale specialist for both of NY stores.

I am confused?

On Sun, Mar 13, 2022 at 10:44 AM, "Matthew Genes" [REDACTED] > wrote:

---

**Matthew Genes <[REDACTED]>**

Thu, Mar 17, 2022 at 8:05 AM

To: Toni <support@mail.salessupport.ladesk.com>

Cc: Russel C <russel@mge-commstore.com>, Michael K <michael@passivescaling.com>, Matthew Genes and 2 others <n+u\_61e825f119bcf6e1829f43a3\_37006ee5aba8519facb14619fa27427a@customer-support-2301c51db431.intercom-mail.com>, Tesheena Tracey via Intercom <notifications@customer-support-2301c51db431.intercom-mail.com>, Jocelyn C <jocelyn@alternativemarketingresourcestore.com>

Can someone please provide an update on my Alternative Marketing store and paid PO from several weeks ago?

[Quoted text hidden]

# EXHIBIT W

## To Affidavit of Matthew Genes



Matthew Genes [REDACTED]

## Listings deactivated due to potential pricing error

2 messages

**Amazon Seller Central Notifications** <donotreply@amazon.com>

Reply-To: "nobody@amazon.com" &lt;donotreply@amazon.com&gt;

To: [REDACTED]

Wed, Mar 16, 2022 at 12:22 PM



Dear Seller,

We have deactivated the listings noted in this email due to detected pricing errors or in accordance with Amazon's [Marketplace Fair Pricing Policy](#). You can view more information and take steps to reinstate these listings by visiting the [Pricing Health](#) page in Seller Central.

Examples of pricing errors include offers priced below your specified 'minimum price', above your specified 'maximum price', or offers priced significantly higher than recent prices offered on or off Amazon. Sellers are responsible for setting their own prices in our store. When possible, we share reference prices for these products to help inform typical price ranges expected by customers.

In order to reactivate your listings, please consider the following:

1. Visit Pricing Health page by clicking on the link above.
2. You can also go to Pricing Health section in your Seller Central account by selecting Pricing, followed by selecting Pricing Health from the menu bar.
3. If pertinent, update your offer price to a price that is in accordance to Amazon's [Marketplace Fair Pricing Policy](#).
4. You can also consider the reference prices provided. Please note that not all products will have this information available.
5. Please keep in mind Amazon fees when setting a price to avoid pricing errors or to prevent selling items at a loss.
6. You cannot list the items at a price in excess of USD 300,000 except for collectibles.

If you believe that we took this action in error, or have questions or need help, click the "Help" link at the top of Seller Central.

Regards,

Amazon Services

----- Listings with Potential Pricing Errors -----

**Note:** If you have more than 100 listings with potential pricing errors, only the first 100 are listed here.

ASIN	SKU	PRICE
B002LMAZF0	mat_379941	9999.0

[Was this email helpful?](#)

If you have any questions visit: Seller Central

To change your email preferences visit: [Notification Preferences](#)

---

**Matthew Genes** [REDACTED]

Wed, Mar 16, 2022 at 12:25 PM

To: Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>

FYI Below:

[Quoted text hidden]

# EXHIBIT X

## To Affidavit of Matthew Genes



Matthew Genes &lt;[REDACTED]&gt;

**MG E-Comm & Alternative Marketing Resources**

1 message

**Matthew Genes** [REDACTED]

Sun, Mar 20, 2022 at 12:42 PM

To: Toni S &lt;toni@passivescaling.com&gt;, "Roman Sterling H." &lt;roman@optimizedigital.com&gt;, Michael K &lt;michael@passivescaling.com&gt;, Jerdonna P &lt;jerdonna@passivescaling.com&gt;

All,

Please help me understand what is going on with my stores and where all my money has gone over the past 6 months?

- To date I have paid for **\$13,335.51** of POs and products, however, have only had **\$629.14** in total sales with the last sales made year-to date, and last almost over 1 months ago.
- My total investment to date with all payment and chargers now totals **\$64,530.10**, PLUS the *interest charges I have accrued on my AMEX CC*.
- Total Amazon payment to date total **\$396.67** and there has been no activity on my stores for over a month now.

Where has all my money gone? Where is all the inventory? Do I have credits with certain vendors, how much and which vendors? There has been a restricted product on my store since February 5th, what is happening with this? Is there any indication of when these stores will actually perform and start producing before I send more money out the door for more POs?

Before roles and people switch again, and I am assigned someone new as I have been this entire time, I would like to understand all the questions and confusion above. \$64,530.10 is *NOT a lot of money*, but when you have no idea where it is and what is happening with it then it becomes much more.

I remain at a loss with no answers from anyone.... Still.

DATE	VENDOR/CHARGE	DESCRIPTION	AMOUNT	PAY METHOD
10/7/2021	Passive Scaling	Up front fee	50,000.00	CASH Bank Transfer
10/29/2021	Amazon	Amazon fee	39.99	AMEX Credit Card
11/15/2021	State of Wyoming	Aged LLC	695.00	AMEX Credit Card
1/12/2022	Sale.support	Monthly Subscription	99.00	AMEX Credit Card
1/25/2022	State of Wyoming	Resale Cert	3.60	AMEX Credit Card
1/25/2022	State of Wyoming	Resale Cert	60.00	AMEX Credit Card
2/11/2022	Sale.support	Monthly Subscription	99.00	AMEX Credit Card
02/25/2022	Sale.support	Monthly Subscription	99.00	AMEX Credit Card
03/14/2022	Sale.support	Monthly Subscription	99.00	AMEX Credit Card
12/08/2021	DAILY DISTRO LLC	PO- ZY7Z4P	2,272.80	CASH Bank Transfer
12/23/2021	DAILY DISTRO LLC	PO- NOXJGF	940.00	CASH Bank Transfer
1/10/2022	DAILY DISTRO LLC	PO- NA	84.50	AMEX Credit Card
1/20/2022	DAILY DISTRO LLC	PO- CZSTBM	1,032.30	CASH Bank Transfer
2/11/2022	DAILY DISTRO LLC	PO- 4TSGIP	683.16	CASH Bank Transfer
3/3/2022	MELIO 1HR DELIVERIES	PO- NL1K36	124.84	AMEX Credit Card
3/3/2022	KEHE DISTRIBUTORS	NO PO	1,780.83	AMEX Credit Card
3/16/2022	TREE OF LIFE	NO PO- CHARGE PENDING	5,521.80	AMEX Credit Card
3/16/2022	KEHE DISTRIBUTORS	PO APPROVED- NO CHARGE	3,861.06	AMEX Credit Card
3/17/2022	KEHE DISTRIBUTORS	NO PO	83.50	AMEX Credit Card
3/17/2022	KEHE DISTRIBUTORS	NO PO	811.78	AMEX Credit Card
			<b>68,391.16</b>	

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[Sales Dashboard](#) Learn more

[Refresh](#) [Download](#)

**Sales Dashboard**

Date: Year to date - 3/20/2022 | Sales breakdown: Marketplace total | Fulfillment channel: Both (Amazon and seller) | [Apply](#)

**Sales Snapshot** taken at 3/20/2022, 8:43:55 AM PDT

Total order items	Units ordered	Ordered product sales	Avg. units/order item	Avg. sales/order item
29	39	\$629.14	1.34	\$21.69

**Compare Sales**

[Graph view](#) [Table view](#)

Compare:  This year so far: So far 39 Units \$629.14  Last year: By end of year 0 Units \$0.00

[Feedback](#)

### Product Policy Compliance Leave feedback

Product Policy Violations: 1

September 22, 2021 - March 20, 2022

Target: 0 issues

Amazon policies maintain a store that is safe for buyers and fair to sellers. Violations of these policies may result in content removal or account deactivation. Below is a record of all listings associated with your account that violate Amazon policy. View a full list of our policies for more detail.

Seller Forums: ask other Sellers and Amazon

Account Health Rating Beta

Add Filters		Applied Filters: <a href="#">Restricted Product Policy Violations (1)</a> <a href="#">X</a>		Sort by
Reason	Date	What was impacted?	Action Taken	Next Steps
Restricted Products Policy Violation <a href="#">View details &gt;</a>	Feb 5, 2022	New Improved Formula Artic AJO King Ortega & Omega 3 Dolor - Joint Support Supplement 100 Tablets Flexibilidad. Curcuma, Omega 3, (1 Pack) ASIN: B092NQ9P45	Listing removed	<a href="#">View appeal</a> <a href="#">View listing</a>

Page:  of 1 [Go](#)

[25 per page](#)

[Help](#) [Program Policies](#) [English](#) [Download the Amazon Seller mobile app](#)

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C: [REDACTED]

**PX24**

**Attachment A**

**001710**

# EXHIBIT Y

## To Affidavit of Matthew Genes



Matthew Genes &lt;[REDACTED]&gt;

## PO for Approval

4 messages

**Russel C** <russel@mge-commstore.com>

Wed, Mar 30, 2022 at 9:41 AM

To: Matthew Genes &lt;[REDACTED]&gt;

Cc: Toni S &lt;toni@passivescaling.com&gt;

Hello Matthew

Here's some PO for you to Approve.

<https://docs.google.com/spreadsheets/d/1CwjDnaxs4vE9QcMj0N58rW1YrjrBjWHnbPLBZL1oTWY/edit#gid=876003482>

Best Regards,

RusselC

Amazon Wholesale Buyer

**MG E-Comm, LLC**

**Matthew Genes** <[REDACTED]>

Wed, Mar 30, 2022 at 9:59 AM

To: Russel C &lt;russel@mge-commstore.com&gt;

Cc: Toni S &lt;toni@passivescaling.com&gt;

Hey Guys,

Martin mentioned on our call he didn't want to process any more POs until the old inventory was out of the warehouse.  
Can you please confirm before I approve this PO?

[Quoted text hidden]

**Matthew Genes** <[REDACTED]>

Fri, Apr 1, 2022 at 11:19 AM

To: Russel C &lt;russel@mge-commstore.com&gt;

Cc: Toni S &lt;toni@passivescaling.com&gt;, martin@sales.support, Martin M &lt;martin@dailydistro.com&gt;

Guys,

Same here. Following up.

I don't want to hold up any POs, but thought Martin mentioned to hold off until we get the old inventory out the warehouse.

Please advise?

[Quoted text hidden]

**Matthew Genes** <[REDACTED]>

Wed, Apr 6, 2022 at 9:12 AM

To: Russel C &lt;russel@mge-commstore.com&gt;

Cc: Toni S &lt;toni@passivescaling.com&gt;, martin@sales.support, Martin M &lt;martin@dailydistro.com&gt;

Ok, approved.

Still don't have much of an update on performance expectations for both stores.

Pretty sure Alternative Marketing Resources had PO purchases months ago so inventory is just stuck there as well.

[Quoted text hidden]

# EXHIBIT Z

To Affidavit of Matthew Genes



Matthew Genes &lt;[REDACTED]&gt;

**Missing Invoices List & Daily Distro LLC Charges**

3 messages

**Matthew Genes** [REDACTED]  
 To: Toni S <toni@passivescaling.com>, Martin M <martin@dailydistro.com>

Wed, May 11, 2022 at 4:17 PM

Toni,

Attached is the bank statement with the (4) large Daily Distro Charges as discussed.

Below image is the full list of all the inventory and shipping charges that I have been charged for both stores. As you can see, and I have been asking repeatedly, there are still 12 charges I can not match with any invoices or inventory.

My concern is that I have paid all this money to someone and I have no invoice or inventory to reconcile it against. For all I know this money has been stolen and/or inventory is lost, which is the same thing in my eyes.

Lastly, there has been zero sales on the 2nd store(Alternative Marketing Resources) and there was inventory purchased back in March 2022. Both stores also have multiple notifications on product approval, account health issues, inaccurate descriptions and no one seems to be addressing them or at least letting me know what is going on. Also concerning.

Since signing on last October 2021 I have incurred \$69,000 in total cost(inventory, shipping, consulting fee, amazon fee, subscription fee, etc...) and to date only have received a total of \$700 in payments from product sales from Amazon. I am out of pocket a lot of money with no real progress and the same frustrating no answers by anyone with any questions I have.

INVENTORY COST				
DATE	VENDOR/CHARGE	DESCRIPTION	AMOUNT	PAY METHOD
12/08/2021	DAILY DISTRO LLC	PO- ZY7Z4P	2,272.80	CASH Bank Transfer <input type="checkbox"/>
12/23/2021	DAILY DISTRO LLC	PO- NOXJGF	940.00	CASH Bank Transfer <input type="checkbox"/>
1/10/2022	DAILY DISTRO LLC(shipping)	NO PO	84.50	AMEX Credit Card <input checked="" type="checkbox"/>
1/20/2022	DAILY DISTRO LLC	PO- CZSTBM	1,032.30	CASH Bank Transfer <input type="checkbox"/>
2/11/2022	DAILY DISTRO LLC	PO- 4TSGIP	683.16	CASH Bank Transfer <input type="checkbox"/>
3/3/2022	MELIO 1HR DELIVERIES	PO- NL1K36	124.84	AMEX Credit Card <input type="checkbox"/>
3/3/2022	KEHE DISTRIBUTORS	NO PO	1,780.83	AMEX Credit Card <input checked="" type="checkbox"/>
3/17/2022	KEHE DISTRIBUTORS	NO PO	811.78	AMEX Credit Card <input type="checkbox"/>
3/17/2022	KEHE DISTRIBUTORS	NO PO	83.50	AMEX Credit Card <input type="checkbox"/>
3/24/2022	MELIO 1HR DELIVERIES	NO PO	459.00	AMEX Credit Card <input type="checkbox"/>
3/24/2022	KEHE DISTRIBUTORS	NO PO	1,358.20	AMEX Credit Card <input type="checkbox"/>
3/28/2022	DAILY DISTRO LLC	NO PO	28.03	AMEX Credit Card <input type="checkbox"/>
4/13/2022	DAILY DISTRO LLC(shipping)	NO PO	105.57	AMEX Credit Card <input checked="" type="checkbox"/>
4/25/2022	KEHE DISTRIBUTORS	NO PO	2,930.56	AMEX Credit Card <input type="checkbox"/>
4/26/2022	DAILY DISTRO LLC(shipping)	NO PO	153.20	AMEX Credit Card <input checked="" type="checkbox"/>
4/27/2022	TREE OF LIFE	NO PO	1,677.13	AMEX Credit Card <input checked="" type="checkbox"/>
5/11/2022	KEHE DISTRIBUTORS	NO PO	2,504.99	AMEX Credit Card <input type="checkbox"/>
<b>Total Inventory Cost</b>			<b>17,030.39</b>	

MATTHEW GENES  
FOUNDER & CEO  
WWW.FITFACTORYCLUBS.COM

C: [REDACTED]

doc00390620220511160448.pdf

379K

Matthew Genes [REDACTED]  
 To: "James F. Radke" <jradke@murthalaw.com>

Fri, Sep 2, 2022 at 1:15 PM

**PX24****Attachment A****001714**

# EXHIBIT AA

To Affidavit of Matthew Genes



Matthew Genes [REDACTED]

**Changes to your seller account status**

5 messages

**Amazon Services <seller-info@amazon.com>**

To: [REDACTED]

Mon, May 16, 2022 at 11:45 AM

Hello,

We have temporary placed your selling account in an inactive status.

To reactivate your selling account, verify your account and update your credit card information in Seller Central.

To update your credit card information, on the "Account Info" page, go to "Payment Information", select "Charge Methods", and add your credit card details.

For more information, go to "Seller Credit Card FAQ":

<https://sellercentral.amazon.com/help/hub/reference/GUQLF3C3HXXERLC>

The Amazon Services team

**Matthew Genes [REDACTED]**

To: Russel C &lt;russel@alternativemarketingresourcestore.com&gt;, Toni S &lt;toni@passivescaling.com&gt;

Mon, May 16, 2022 at 11:45 AM

Please advise?

[Quoted text hidden]

**Matthew Genes [REDACTED]**

To: Russel C &lt;russel@alternativemarketingresourcestore.com&gt;, Toni S &lt;toni@passivescaling.com&gt;

Tue, May 17, 2022 at 10:02 AM

following up?

[Quoted text hidden]

**Russel C <russel@alternativemarketingresourcestore.com>**To: Matthew Genes [REDACTED]  
Cc: Toni S <toni@passivescaling.com>

Tue, May 17, 2022 at 10:36 AM

Hello Matthew

We, with the team, have already fixed this issue.

Best Regards,  
RusselC  
Amazon Wholesale Buyer  
Alternative Marketing Resource

[Quoted text hidden]

**Matthew Genes [REDACTED]**

To: Russel C &lt;russel@alternativemarketingresourcestore.com&gt;

Cc: Toni S &lt;toni@passivescaling.com&gt;

Tue, May 17, 2022 at 11:37 AM

Ok, thanks.

[Quoted text hidden]

## EXHIBIT BB

To Affidavit of Matthew Genes



Matthew Genes &lt;[REDACTED]&gt;

**Refund Initiated for Order 113-3833133-0549868**

10 messages

**Amazon Seller Central Communications (Do Not Reply)** <[donotreply@amazon.com](mailto:donotreply@amazon.com)>  
 Reply-To: "Amazon Seller Central Communications (Do Not Reply)" <[donotreply@amazon.com](mailto:donotreply@amazon.com)>  
 To: [REDACTED]

Thu, May 19, 2022 at 7:02 AM

Dear MG E-Comm LLC,

Initiated a refund in the amount of USD 13.52 to Dominique Jones Patrick for the following items:

Order : 113-3833133-0549868  
 Fulfillment : Amazon  
 Issuer of Refund : Customer Service

ASIN	Sku	Order Quantity	Return Quantity	Order Item	Refund Reason
B092NQ9P45	mat_3.72E+11	1	1	New Improved Formula Artri AJO King Ortiga & Omega 3 Dolor - Joint Support Supplement 100 Tabletas Flexibilidad. Curcuma, Omega 3, (1 Pack)	Product not as described

We will adjust your seller account accordingly.

You can view your account at any time by logging in to your seller account and going to your seller account information page.

Thank you for selling on Amazon,  
 Amazon Services

[Was this email](#)[helpful?](#)

If you have any questions visit:  
[Seller Central](#)

To change your email preferences visit: [Notification Preferences](#)

We hope you found this message to be useful.  
 However, if you'd rather not receive future e-mails of this sort from Amazon.com, please opt-out here.

Copyright 2022 Amazon, Inc. or its affiliates. All rights reserved.  
[Amazon.com, 410 Terry Avenue North, Seattle, WA 98109-5210](#)

Matthew Genes [REDACTED]

To: Toni S <[toni@passivescaling.com](mailto:toni@passivescaling.com)>, Russel C <[russel@mge-commstore.com](mailto:russel@mge-commstore.com)>

Thu, May 19, 2022 at 7:04 AM

Toni/Russel,

I see several refunds coming in this morning related to the restricted product I forwarded yesterday.

What does this mean and how much I'm refunds can we expect?

----- Forwarded message -----

From: **Amazon Seller Central Communications (Do Not Reply)** <[donotreply@amazon.com](mailto:donotreply@amazon.com)>  
 Date: Thu, May 19, 2022, 7:02 AM  
 Subject: Refund Initiated for Order 113-3833133-0549868  
 To: [REDACTED]

Dear MG E-Comm LLC,

Initiated a refund in the amount of USD 13.52 to Dominique Jones Patrick for the following items:

Order : 113-3833133-0549868  
 Fulfillment : Amazon  
 Issuer of Refund : Customer Service

ASIN	Sku	Order	Return	Order Item	Refund

[Was this email](#)[helpful?](#)

If you have any questions visit:  
[Seller Central](#)

To change your email preferences visit: [Notification](#)

**PX24****Attachment A****001718**

		Quantity	Reason	Preferences
B092NQ9P45	mat_3.72E+11	1	New Improved Formula Artri AJO King Ortiga & Omega 3 Dolor - Joint Support Supplement 100 Tabletas Flexibilidad, Curcuma, Omega 3. (1 Pack)	Product not as described

We will adjust your seller account accordingly.

You can view your account at any time by logging in to your seller account and going to your seller account information page.

Thank you for selling on Amazon,  
Amazon Services

We hope you found this message to be useful.

However, if you'd rather not receive future e-mails of this sort from Amazon.com, please opt-out here.

Copyright 2022

Amazon, Inc. or its affiliates. All rights reserved.

Amazon.com, 410

Terry Avenue  
North, Seattle, WA  
98109-5210

**Matthew Genes** [REDACTED]  
To: Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>

Thu, May 19, 2022 at 7:38 AM

See screenshot attached.

8 refunds this morning, and a poor customer review.

[Quoted text hidden]

## 2 attachments



Screenshot\_20220519-071909\_Amazon Seller.jpg  
291K



Screenshot\_20220519-073527\_Gmail.jpg  
586K

**Matthew Genes** [REDACTED]  
To: Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>

Thu, May 19, 2022 at 8:39 AM

Another one. How many more of these can we expect?

[Quoted text hidden]



Screenshot\_20220519-083858\_Gmail.jpg  
400K

**Russel C** <russel@mge-commstore.com>  
To: Matthew Genes [REDACTED]  
Cc: Toni S <toni@passivescaling.com>

Thu, May 19, 2022 at 4:41 PM

Hi  
As per verifying, this item is no longer on our inventory.

Best Regards,  
RusselC  
Amazon Wholesale Buyer

**PX24**

**Attachment A**

**001719**

MG E-Comm, LLC

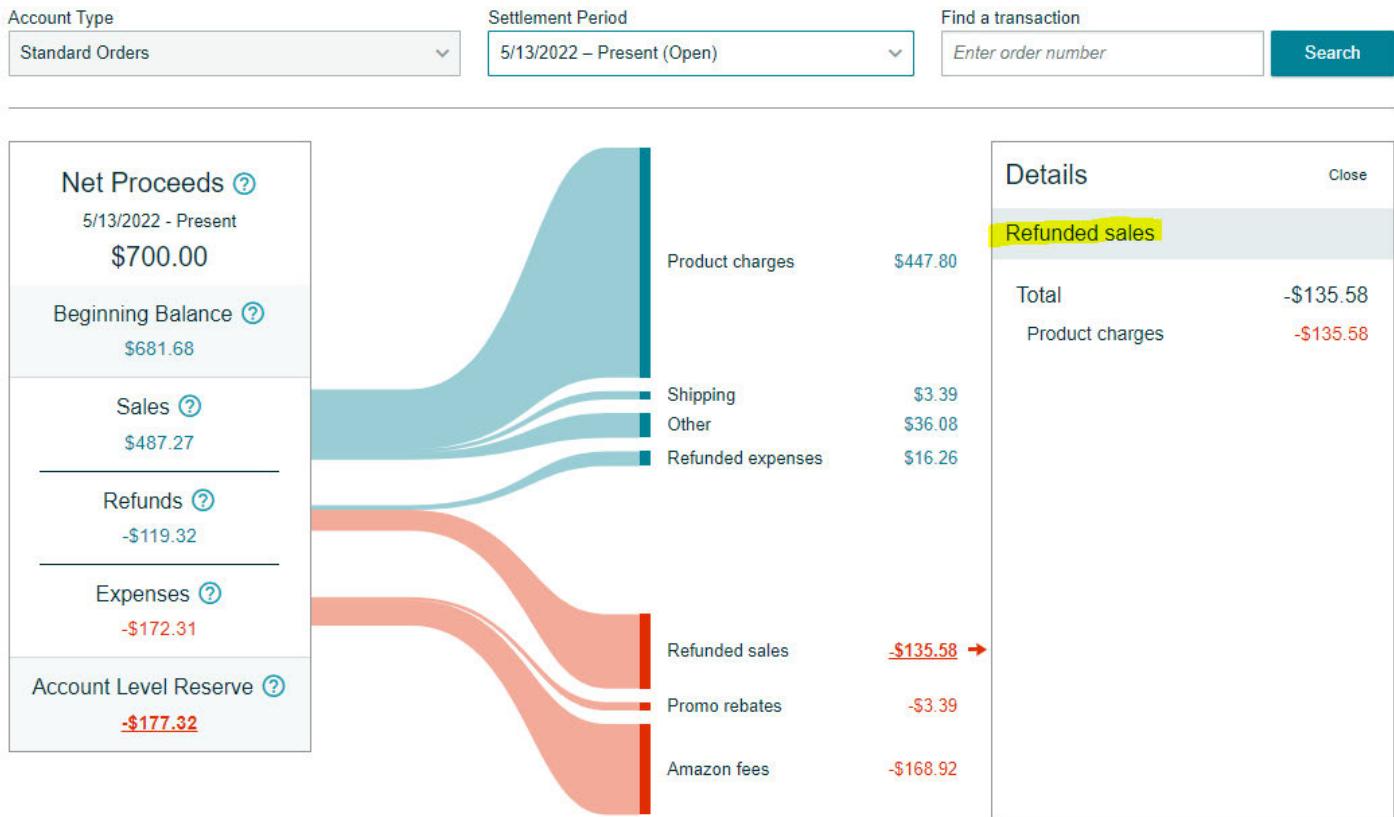
[Quoted text hidden]

**Matthew Genes** [REDACTED]  
 To: Russel C <russel@mge-commstore.com>  
 Cc: Toni S <toni@passivescaling.com>

Thu, May 19, 2022 at 4:46 PM

Are there more returns expected at this time?

Today we have had 11 total product returns, totaling \$135.58.....

[Print Statement](#)[View transactions for this period](#)

Transfer of \$700.00 scheduled to initiate on 5/27/2022\*

\*Transfers can take 3-5 business days to complete and actual transfer amount is subject to change. View our [Help page](#) for more information about when you will be paid.

[Quoted text hidden]

**Russel C** <russel@mge-commstore.com>  
 To: Matthew Genes [REDACTED]  
 Cc: Toni S <toni@passivescaling.com>

Thu, May 19, 2022 at 4:48 PM

Hello Matthew

Those refunds are not initiated by us, it is from amazon.

Best Regards,  
 RusselC  
 Amazon Wholesale Buyer  
**MG E-Comm, LLC**

[Quoted text hidden]

**Matthew Genes** [REDACTED]  
 To: Russel C <russel@mge-commstore.com>  
 Cc: Toni S <toni@passivescaling.com>

Thu, May 19, 2022 at 4:50 PM

Yes, correct. Are there more expected resulting in loss of more revenue do you know?

[Quoted text hidden]

**Russel C** <russel@mge-commstore.com>  
 To: Matthew Genes [REDACTED]  
 Cc: Toni S <toni@passivescaling.com>

Thu, May 19, 2022 at 4:51 PM

Hello Matthew

I am asking the success manager if there are more.

**PX24****Attachment A****001720**

Best Regards,  
RusselC  
Amazon Wholesale Buyer  
**MG E-Comm, LLC**

[Quoted text hidden]

---

**Matthew Genes** [REDACTED]  
To: Russel C <russel@mge-commstore.com>  
Cc: Toni S <toni@passivescaling.com>

Thu, May 19, 2022 at 4:54 PM

Ok, thank you.

[Quoted text hidden]

# EXHIBIT CC

To Affidavit of Matthew Genes



Matthew Genes &lt;[REDACTED]&gt;

## AMEX Statement KeKe Refund Amount

1 message

Matthew Genes [REDACTED] >

Thu, Jun 23, 2022 at 4:22 PM

To: Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>

Toni,

Per our recent call attached is the most recent AMEX statement showing only 1 refund from Kehe for \$600 out of the \$1,761 you mentioned.

There are no refunds from 1HR for the \$2,000 there should be as you also mentioned.



C: [REDACTED]

---

American Express - Account Activity.pdf  
94K

## EXHIBIT DD

To Affidavit of Matthew Genes



Matthew Genes &lt;[REDACTED]&gt;

**Re: AMEX Statement KeKe Refund Amount - [TJJ-KWNHJ-000]**

15 messages

**Toni** <support@mail.salessupport.ladesk.com>

Mon, Jun 27, 2022 at 9:06 AM

To: Matthew Genes [REDACTED], Toni S &lt;toni@passivescaling.com&gt;, Russel C &lt;russel@mge-commstore.com&gt;

Hi Matthew,

I will have Russel check with KEHE again.

Thanks

**Kind Regards,**

Toni

**Client Success Manager**

**Direct: (850)721-1791**

**Email: [Toni@passivescaling.com](mailto:Toni@passivescaling.com)**

**\*\*If you need immediate assistance, please give us a call at (850) 721-1791 and ask for a manager.\*\***

-----Original message-----

From: Matthew Genes [REDACTED] >

Sent: 06/23/2022 15:22:55

Toni,

Per our recent call attached is the most recent AMEX statement showing only 1 refund from Kehe for \$600 out of the \$1,761 you mentioned.

There are no refunds from 1HR for the \$2,000 there should be as you also mentioned.



C: [REDACTED]

**PX24**

**Attachment A**

**001725**

---

Matthew Genes [REDACTED] >

Mon, Jun 27, 2022 at 9:18 AM

To: Toni <support@mail.salessupport.ladesk.com>

Cc: Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>

Please update me ASAP. I'm have been carrying interest cost on the items.

[Quoted text hidden]

---

Matthew Genes [REDACTED] >

Wed, Jun 29, 2022 at 5:55 AM

To: Toni <support@mail.salessupport.ladesk.com>

Cc: Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>

Russel,

What's is the update on the refunds?

[Quoted text hidden]

---

Matthew Genes [REDACTED] >

Tue, Jul 5, 2022 at 11:02 AM

To: Toni <support@mail.salessupport.ladesk.com>

Cc: Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>

Bcc: martin@sales.support, Martin M <martin@dailydistro.com>

Russel/Toni,

Following up on the below? What is the status of the additional refunds from 1 HR & Kehe?

I am paying interest on these charges and need them refunded immediately.

[Quoted text hidden]

---

Matthew Genes [REDACTED] >

Wed, Jul 6, 2022 at 10:13 AM

To: Toni <support@mail.salessupport.ladesk.com>

Cc: Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>

Update?

[Quoted text hidden]

---

Matthew Genes [REDACTED] >

Thu, Jul 7, 2022 at 8:09 AM

To: Toni <support@mail.salessupport.ladesk.com>

Cc: Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>

Update?

[Quoted text hidden]

---

**support@mail.salessupport.ladesk.com via Customer Support**

<notifications@customer-support-2301c51db431.intercom-mail.com>

Thu, Jul 7, 2022

at 12:29 PM

Reply-To: support and 2 others

<n+u\_618b0c52c299e8569abf8d81\_b89b1b34d07d40fc1a6355c1eda85524@customer-support-2301c51db431.intercom-mail.com>

To: matt@fitfactoryclubs.com

This message was sent to the following 2 people: Matthew Genes, [toni@passivescaling.com](mailto:toni@passivescaling.com).

Replying to this email will notify them.

Hi Matthew,

I trust this finds you well.

There will not be a refund from KEHE. Instead, the items will be credited to your account.

Thank you

**Kind Regards, Toni Client Success Manager Direct: (850)721-1791 Email:**

**[toni@passivescaling.com](mailto:toni@passivescaling.com) \*\*If you need immediate assistance, please give us a call at (850) 721-1791 and ask for a manager.\*\***

On Thu, Jul 7, 2022 at 08:09 AM, "Matthew Genes" [REDACTED] wrote:

Update?

On Wed, Jul 6, 2022 at 10:13 AM, "Matthew Genes" [REDACTED] > wrote:

Update?

On Tue, Jul 5, 2022 at 11:02 AM, "Matthew Genes" [REDACTED] wrote:

Russel/Toni,

Following up on the below? What is the status of the additional refunds from 1 HR & Kehe?

I am paying interest on these charges and need them refunded immediately.

On Wed, Jun 29, 2022 at 05:55 AM, "Matthew Genes" [REDACTED] > wrote:

Russel,

What's is the update on the refunds?

On Mon, Jun 27, 2022 at 09:18 AM, "Matthew Genes" [REDACTED] > wrote:

Please update me ASAP. I'm have been carrying interest cost on the items.

On Mon, Jun 27, 2022 at 09:06 AM, "support@mail.salessupport.ladesk.com"  
<support@mail.salessupport.ladesk.com> wrote:

Hi Matthew,

I will have Russel check with KEHE again.

Thanks

Kind Regards,

Toni

Client Success Manager

Direct: (850)721-1791

Email: [Toni@passivescaling.com](mailto:Toni@passivescaling.com)

**\*\*If you need immediate assistance, please give us a call at (850) 721-1791 and ask for a manager.\*\***

-----Original message-----

From: Matthew Genes [REDACTED]

Sent: 06/23/2022 15:22:55

Toni,

Per our recent call attached is the most recent AMEX statement showing only 1 refund from Kehe for \$600 out of the \$1,761 you mentioned.

There are no refunds from 1HR for the \$2,000 there should be as you also mentioned.

[https://ci3.googleusercontent.com/mail-sig/AlorK4yRDHD4Cvj-sX2tCeIOqhAPVNKXLvZr0Wf\\_Pvc96xbs\\_IWAZbm9AM10Omuk6RZK7iau6fj\\_U2g](https://ci3.googleusercontent.com/mail-sig/AlorK4yRDHD4Cvj-sX2tCeIOqhAPVNKXLvZr0Wf_Pvc96xbs_IWAZbm9AM10Omuk6RZK7iau6fj_U2g)

---

<https://cdn2.hubspot.net/hubfs/53/tools/email-signature-generator/icons/phone-icon-2x.png> C: 781-964-0494 <https://cdn2.hubspot.net/hubfs/53/tools/email-signature-generator/icons/facebook-icon-2x.png> <https://cdn2.hubspot.net/hubfs/53/tools/email-signature-generator/icons/twitter-icon-2x.png> <https://cdn2.hubspot.net/hubfs/53/tools/email-signature-generator/icons/linkedin-icon-2x.png> <https://cdn2.hubspot.net/hubfs/53/tools/email-signature-generator/icons/instagram-icon-2x.png>

---

Matthew Genes [REDACTED]

Thu, Jul 7, 2022 at 12:32 PM

To: support and 2 others

<n+u\_618b0c52c299e8569abf8d81\_b89b1b34d07d40fc1a6355c1eda85524@customer-support-2301c51db431.intercom-mail.com>, Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>, Martin M <martin@dailydistro.com>, martin@sales.support

No, this is not acceptable. We have paused all PO purchases until the recon is completed and we have a proper system in place. I am not paying the interest on my CC until that happens.

**I am requesting a full refund from Kehe which I was told was for \$1,761.00.**

**I was also told there will be a refund for \$2,000 from 1HR. What is the status of this refund?**

[Quoted text hidden]

---

Matthew Genes [REDACTED]

Fri, Jul 8, 2022 at 7:24 AM

To: support and 2 others

<n+u\_618b0c52c299e8569abf8d81\_b89b1b34d07d40fc1a6355c1eda85524@customer-support-2301c51db431.intercom-mail.com>, Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>, Martin M <martin@dailydistro.com>, martin@sales.support

Following up on this?

[Quoted text hidden]

---

Matthew Genes [REDACTED] >

Mon, Jul 11, 2022 at 6:44 AM

To: support and 2 others

<n+u\_618b0c52c299e8569abf8d81\_b89b1b34d07d40fc1a6355c1eda85524@customer-support-2301c51db431.intercom-mail.com>, Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>, Martin M <martin@dailydistro.com>, martin@sales.support

Still no response here?

Awesome. Thanks guys.

**PX24**

**Attachment A**

**001729**

I'll be sending a formal request for termination and full reinstatement within the next few days.

I've had enough of this.

[Quoted text hidden]

---

**support@mail.salessupport.ladesk.com via Customer Support**

<notifications@customer-support-2301c51db431.intercom-mail.com>

Tue, Jul 12,

2022 at 7:27 AM

Reply-To: support and 4 others

<n+u\_618b0c52c299e8569abf8d81\_b89b1b34d07d40fc1a6355c1eda85524@customer-support-2301c51db431.intercom-mail.com>

To: [REDACTED]

This message was sent to the following 4 people: Matthew Genes, [toni@passivescaling.com](mailto:toni@passivescaling.com), [martin@dailydistro.com](mailto:martin@dailydistro.com), Martin M. Replying to this email will notify them.

Hi Matthew,

I trust this finds you well.

I apologize for my very delayed response, I was out of the office.

I will ask Russel to contact KEHE and ask if it is possible to reverse the credit into a refund.

Thank you

**Kind Regards, Toni Client Success Manager Direct: (850)721-1791 Email:**

**[toni@passivescaling.com](mailto:toni@passivescaling.com) \*\*If you need immediate assistance, please give us a call at (850) 721-1791 and ask for a manager.\*\***

On Mon, Jul 11, 2022 at 06:45 AM, "Matthew Genes" <[REDACTED]> wrote:

Still no response here?

Awesome. Thanks guys.

I'll be sending a formal request for termination and full reinstatement within the next few days.

I've had enough of this.

On Fri, Jul 8, 2022 at 07:24 AM, "Matthew Genes" <[REDACTED]> wrote:

Following up on this?

On Thu, Jul 7, 2022 at 12:33 PM, "Matthew Genes" <[REDACTED]> wrote:

No, this is not acceptable. We have paused all PO purchases until the recon is completed and we have a proper system in place. I am not paying the interest on my CC until that happens.

**I am requesting a full refund from Kehe which I was told was for \$1,761.00.**

**I was also told there will be a refund for \$2,000 from 1HR. What is the status of this refund?**

On Thu, Jul 7, 2022 at 12:29 PM, "support@mail.salessupport.ladesk.com"  
<support@mail.salessupport.ladesk.com> wrote:

Hi Matthew,

I trust this finds you well.

There will not be a refund from KEHE. Instead, the items will be credited to your account.

Thank you

**Kind Regards, Toni Client Success Manager Direct: (850)721-1791 Email:**

**Toni@passivescaling.com \*\*If you need immediate assistance, please give us a call at  
(850) 721-1791 and ask for a manager.\*\***

On Thu, Jul 7, 2022 at 08:09 AM, "Matthew Genes" <[REDACTED]> wrote:

Update?

On Wed, Jul 6, 2022 at 10:13 AM, "Matthew Genes" <[REDACTED]> wrote:

Update?

On Tue, Jul 5, 2022 at 11:02 AM, "Matthew Genes" <[REDACTED]> wrote:

Russel/Toni,

Following up on the below? What is the status of the additional refunds from 1 HR & Kehe?

I am paying interest on these charges and need them refunded immediately.

On Wed, Jun 29, 2022 at 05:55 AM, "Matthew Genes" <[REDACTED]>

wrote:

Russel,

What's is the update on the refunds?

On Mon, Jun 27, 2022 at 09:18 AM, "Matthew Genes" <[REDACTED]>

wrote:

Please update me ASAP. I'm have been carrying interest cost on the items.

On Mon, Jun 27, 2022 at 09:06 AM, "support@mail.salessupport.ladesk.com"

<support@mail.salessupport.ladesk.com> wrote:

Hi Matthew,

I will have Russel check with KEHE again.

Thanks

Kind Regards,

Toni

Client Success Manager

Direct: (850)721-1791

Email: [Toni@passivescaling.com](mailto:Toni@passivescaling.com)

**\*\*If you need immediate assistance, please give us a call at (850) 721-1791 and ask for a manager.\*\***

-----Original message-----

From: Matthew Genes <[REDACTED]>

Sent: 06/23/2022 15:22:55

Toni,

Per our recent call attached is the most recent AMEX statement showing only 1 refund from Kehe for \$600 out of the \$1,761 you mentioned.

There are no refunds from 1HR for the \$2,000 there should be as you also mentioned.

[https://ci3.googleusercontent.com/mail-sig/AlorK4yRDHD4Cvj-sX2tCeIOqhAPVNKXLvZr0Wf\\_Pvc96xbs\\_IWAZbm9AM10OmuK6RZK7iau6fj\\_U2g](https://ci3.googleusercontent.com/mail-sig/AlorK4yRDHD4Cvj-sX2tCeIOqhAPVNKXLvZr0Wf_Pvc96xbs_IWAZbm9AM10OmuK6RZK7iau6fj_U2g)

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<https://cdn2.hubspot.net/hubfs/53/tools/email-signature-generator/icons/phone-icon-2x.png> C: 781-964-0494 <https://cdn2.hubspot.net/hubfs/53/tools/email-signature-generator/icons/facebook-icon-2x.png> <http://cdn2.hubspot.net/hubfs/53/tools/email-signature-generator/icons/twitter-icon-2x.png> <https://cdn2.hubspot.net/hubfs/53/tools/email-signature-generator/icons/linkedin-icon-2x.png> <https://cdn2.hubspot.net/hubfs/53/tools/email-signature-generator/icons/instagram-icon-2x.png>

---

Matthew Genes <[REDACTED]>

Tue, Jul 12, 2022 at 7:40 AM

To: support and 4 others

<n+u\_618b0c52c299e8569abf8d81\_b89b1b34d07d40fc1a6355c1eda85524@customer-support-2301c51db431.intercom-mail.com>, Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>, Jerdonna P <jerdonna@hourlyrelief.com>, hally@passivescaling.com

I was told on the call that there is TWO refunds from BOTH 1HR & KEHE for almost \$4,000.

BOTH of these refunds need to me processed immediately.

**I am requesting a full refund from Kehe which I was told was for \$1,761.00.**

**I was also told there will be a refund for \$2,000 from 1HR. What is the status of this refund?**

[Quoted text hidden]

---

Matthew Genes [REDACTED] >

Tue, Jul 12, 2022 at 8:08 AM

To: support and 4 others

<n+u\_618b0c52c299e8569abf8d81\_b89b1b34d07d40fc1a6355c1eda85524@customer-support-2301c51db431.intercom-mail.com>, Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>, Jerdonna P <jerdonna@hourlyrelief.com>, hally@passivescaling.com

Additionally to be clear. This was inventory both vendors charged me for and did not deliver, which was not discovered or disclosed to me until after the call with Martin when he was looking at the discrepancies in invoices.

This was not returned inventory so there is no reason or right BOTH these vendors should keep me money.

[Quoted text hidden]

---

Matthew Genes [REDACTED]

Tue, Jul 12, 2022 at 12:59 PM

To: "Roman Sterling H." <roman@optimizedigital.com>

Here is another example. These vendors did not ship inventory and will not refund my AMEX credit card for almost \$4,000.

[Quoted text hidden]

---

Matthew Genes [REDACTED] >

Wed, Jul 13, 2022 at 7:46 AM

To: support and 4 others

<n+u\_618b0c52c299e8569abf8d81\_b89b1b34d07d40fc1a6355c1eda85524@customer-support-2301c51db431.intercom-mail.com>, Toni S <toni@passivescaling.com>, Russel C <russel@mge-commstore.com>, Jerdonna P <jerdonna@hourlyrelief.com>, hally@passivescaling.com

What is the update of my \$4,000 in refunds back to my credit card for **both** vendors?

[Quoted text hidden]

## EXHIBIT EE

To Affidavit of Matthew Genes



Matthew Genes [REDACTED] &gt;

## Recon Update

3 messages

**Matthew Genes** [REDACTED]

Wed, Jun 29, 2022 at 5:58 AM

To: Martin M &lt;martin@dailydistro.com&gt;, martin@sales.support

Martin,

It's been 4 weeks since our last call in which a full recon on my 2 stores was ordered and initiated and to date I still have no report.

When can I expect this recon report to be completed and the results delivered?

**Matthew Genes** <[REDACTED]>

Wed, Jul 6, 2022 at 10:15 AM

To: Martin M &lt;martin@dailydistro.com&gt;, martin@sales.support

Martin,

It's now been 5 weeks since our call and a recon was initiated with no reports or results still to date.

What is the status of the recon, I can't seem to get an answer from anyone as usual?

[Quoted text hidden]

**Matthew Genes** <[REDACTED]>

Tue, Jul 12, 2022 at 10:02 AM

To: Martin M &lt;martin@dailydistro.com&gt;, martin@sales.support

Martin,

Another week has passed and no recon had been produced since our last call 6 weeks ago.

[Quoted text hidden]

# EXHIBIT FF

To Affidavit of Matthew Genes



Matthew Genes [REDACTED] &gt;

## MG E-Comm Reimbursement Request

7 messages

Matthew Genes [REDACTED] &gt;

To: Toni S &lt;toni@passivescaling.com&gt;

Mon, Jul 11, 2022 at 10:21 AM

Toni,

As previously mentioned I am moving forward with my official request to terminate my contract with Optimize Digital and Passive Scaling accompanied with a demand for full reimbursement of all expenses and billed time spent. Nothing has improved since I joined about 10 months ago.

Attached is my total cost to date \$79,199.40, less Amazon payouts of \$3,837.67, which totals \$71,361.73.

However, I am also adding the cost of my time that was required to manage the company, Passive Scaling, that was hired to manage my stores. Which, by the way, was supposed to be an Amazon store and a Walmart store and at this time is still only 1 poorly performing Amazon store. I have calculated this using my current hourly rate I bill out to my clients for services of \$250/hour, estimating I have typically spent on average 5 hours per week managing Passive Scaling, for the past 40 weeks totaling 200 hours. 200 hours x \$250/hour totals \$50,000 I am billing back to Passive Scaling in addition to the cost of \$71,361.73 and as shown on the attached spreadsheet.

**In sum, my reimbursement needs to be a total of \$121,361.73 for this relationship to end peacefully.**

I am happy to provide all the statements to support the cost listed on the spreadsheet, as well as the stacks and stacks or emails, recorded calls and other proof of how poorly this process has been from day 1.

Looking forward to speaking with you soon.



C: [REDACTED]



Matthew Genes [REDACTED]

Mon, Jul 11, 2022 at 10:44 AM

To: Jerdonna P &lt;jerdonna@passivescaling.com&gt;

Cc: hally@passivescaling.com, Tatiana S &lt;tatiana@passivescaling.com&gt;

Jerdonna,

After having Toni not show up for the last 2 scheduled calls, and getting no responses from anyone on just about everything on email(including Martin), I just reached out to Hally on the customer service number.

Hally suggested I forward the below email and attachment to you to pass along to the next best person to escalate this request too immediately. Enough is enough. I have tried to hang in here as long as possible.

It is very important that I speak to someone today about this to keep it peaceful and civil.

**PX24****Attachment A****001738**

Thanks

Matt

[Quoted text hidden]

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 MG E-Comm PO Tracker (1).xlsx  
30K

Matthew Genes [REDACTED]

Tue, Jul 12, 2022 at 7:41 AM

To: Jerdonna P <jerdonna@passivescaling.com>

Cc: hally@passivescaling.com, Tatiana S <tatiana@passivescaling.com>

Following up here as well?

[Quoted text hidden]

---

Matthew Genes [REDACTED] >

Tue, Jul 12, 2022 at 12:57 PM

To: "Roman Sterling H." <roman@optimyzedigital.com>

Roman,

I am reaching out to you because things have only gotten worse and no one will even respond to me on many, many issues besides my pretty serious request below.

I need you to get me in touch with someone to address this matter as soon as possible.

[Quoted text hidden]

---

 MG E-Comm PO Tracker (1).xlsx  
30K

Matthew Genes [REDACTED]

Tue, Jul 12, 2022 at 2:40 PM

To: Toni S <toni@passivescaling.com>

Toni,

This is important. What is the status?

[Quoted text hidden]

---

Matthew Genes <[REDACTED]>

Wed, Jul 13, 2022 at 7:34 AM

To: Toni S <toni@passivescaling.com>

Following up?

[Quoted text hidden]

---

Matthew Genes <[REDACTED]>

Wed, Jul 13, 2022 at 7:35 AM

To: Jerdonna P <jerdonna@passivescaling.com>

Cc: hally@passivescaling.com, Tatiana S <tatiana@passivescaling.com>

Following up on this?

[Quoted text hidden]

# EXHIBIT GG

To Affidavit of Matthew Genes

Video Recording of 7/13/2022  
call between M. Genes,  
Jerdonna P. and Martin M.  
provided electronically.

# EXHIBIT HH

## To Affidavit of Matthew Genes

←  Toneane Stamps ▾



Messages sent with history on are saved

Friday, Jul 22, 2022

Toneane Stamps Jul 22, 2022, 6:34 PM

Hello Matthew, this is Toni from Passive Scaling. I trust you can keep this conversation between us?

I am messaging you from my personal email address

Jul 22, 2022, 6:55 PM

Hi Toni,

What's up?

Toneane Stamps Jul 22, 2022, 6:59 PM

I got fired because of what I told you on the meeting, I had no idea you were recording me

I am not mad at you or anything because I know you were looking out for yourself and your business

Saturday, Jul 23, 2022

Jul 23, 2022, 8:45 AM

Toni,

I never shared details or who said what. I only stated the fact that no one can seem to get answers from anyone because it is disorganized and no one is accountable to anyone. There was also no recording shared with anyone on the Passive Scaling team, no one.

Honestly that company is a mess.

Toneane Stamps Jul 23, 2022, 8:59 AM

←  Toneane Stamps ▾



Honestly that company is a mess.

Toneane Stamps Jul 23, 2022, 8:59 AM

 Hi Matthew, I know.

As far as the company being a mess

Since I am no longer with them, I can tell you what I've always wanted to tell you. Please proceed with your lawsuit because you'll never get your money back

I had over 65 stores managing and there is not 1 successful store

We are overworked, underpaid, and stressed.

I really wish you all the very best! And if you ever need my help in anything Amazon, please don't hesitate to reach out to me.

I would go to bed with so much work guilt on my mind because of the lies I would have to tell customers for Passive Scaling

All in the same of "doing my job"

Jul 23, 2022, 9:09 AM

I know and feel awful for you. I could tell after our call. How can you best help with my Amazon stores you think?

Toneane Stamps Jul 23, 2022, 9:12 AM

 I know Amazon Seller Central inside out... I have managed many Amazon stores. If you need any questions answered or anything, I can definitely assist.

Jul 23, 2022, 9:32 AM

←  Toneane Stamps ▾



Toneane Stamps Jul 23, 2022, 9:12AM

I know Amazon Seller Central inside out... I have managed many Amazon stores. If you need any questions answered or anything, I can definitely assist.

Jul 23, 2022, 9:32AM

Ok. Let's talk Monday. I've already started speaking to other vendors

Toneane Stamps Jul 23, 2022, 9:40AM

 Sure!

Jul 23, 2022, 9:53AM

Is Russell still with Passive Scaling?

Toneane Stamps Jul 23, 2022, 10:02AM

 I highly doubt that

They fired about 90% of us

Jul 23, 2022, 10:19AM

Unreal

Toneane Stamps Jul 23, 2022, 10:25AM

 My whole team got released from their duties I believe

Jul 23, 2022, 10:30AM

Make sense why no one is answering the customer service line

← Toneane Stamps ▾



Toneane Stamps Jul 23, 2022, 10:44AM



If Steven offers you 1HR credit to negotiate your refund request, don't take it

You will never get inventory from 1HR

Steven will never have clients' best interest, once you sign the contract, that's it.

Jul 23, 2022, 11:23AM

Got it. Thank you so much. I have reached out Roman the sales guy, and he is email them today.  
I'll keep you updated.

Toneane Stamps Jul 23, 2022, 11:31AM



Awesome

Tuesday, Jul 26, 2022

Jul 26, 2022, 8:11AM

I've been copied on an email with Steven and Asante. Waiting to get a meeting schedule with  
them now.

Toneane Stamps Jul 26, 2022, 8:27AM



Hey Matthew, good morning.

I'm happy you've got a meeting n't with him. Let me know how it goes

Jul 26, 2022, 8:30AM

Nothing officially set yet, but I will let you know and we can talk more about seller central once I  
get this mess sorted out

Toneane Stamps Jul 26, 2022, 8:41AM



Let him know you want a full refund and it's non negotiable

## EXHIBIT II

# To Affidavit of Matthew Genes

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**Asante Monadjemi** <asante@optimizedigital.com>

Thu, Jul 28, 2022 at 8:30 PM

To: Matthew Genes [REDACTED]

Cc: Passive Scaling Support <Steven@passivescaling.com>, martin@sales.support, Martin M <martin@dailydistro.com>

Hi Gentleman,

Steven - I have not yet seen a response from you regarding Matthew's concerns. Not sure if you emailed him back directly, but I wanted to make sure this is addressed and taken care of.

Matthew, thank you for reaching out respectfully and detailing the circumstances of your program. For clarity; my company Optimize Digital is a separate organization and does not handle the operations or management of Passive Scaling's clients and programs, that's why Passive Scaling is the representative on your contract.

You are welcome to CC us if you need assistance with communication while you seek resolution for your concerns.

Kind regards,



**Asante Monadjemi**

Founder & COO

Optimize Digital LLC

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asante@optimizedigital.com

www.optimizedigital.com

3349 Michelson Dr. Suite 200, Irvine, CA

[Quoted text hidden]

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**Matthew Genes** [REDACTED]

Fri, Jul 29, 2022 at 12:23 PM

To: Asante Monadjemi <asante@optimizedigital.com>

Cc: Passive Scaling Support <Steven@passivescaling.com>, martin@sales.support, Martin M <martin@dailydistro.com>, Jerdonna P <jerdonna@passivescaling.com>, Tatiana S <support@passivescaling.com>, Tatiana S <tatiana@passivescaling.com>

Steven/Jerdonna,

Thank you for your time on the call, I truly wish the outcome would have ended up differently than our agreed upon exit.

To confirm, I will be accepting Steven's initial option he first presented on our call which will be a full exit and separation agreement between Passive Scaling, Inc & Matthew Genes. The draft waiver and exit agreement to be delivered for review next week.

**Exit Agreement Terms:**

- Full refund of the up-front \$50,000 fee paid to Passive Scaling, Inc on 10/7/021 for the Bundle package to provide services in managing (1) Walmart e-commerce store & (1) Amazon e-commerce store. The full amount will be refunded on an agreed payment schedule by both parties. Attached payment confirmation
- Full refund of the (3) Sales.Support subscription charges, \$99.ea, related to the Alternative Marketing Resources which has been deactivated due to inactivity and has no assigned store manager(2.25.222, 3.28.2022 & 4.28.2022)
- Full refund back to my AMEX CC ending in 61002 for any inventory that has not been delivered to the Amazon FBA warehouse and that has not been shipped by vendors(Kehe & 1HR, and alike). This refund will be supported by Inventory Recon reports produced by Passive Scaling.
- All Active inventory remaining in both MG-Ecomm & Alternative Marketing Resources Amazon store is to be "Sold Through" by the Passive Scaling team until fully depleted.

Unfortunate, but I feel this is best for all involved.

Matthew Genes

[Quoted text hidden]

---

✓ Success, Payment Auto Approved  
ID: 24  
Payee Name: Passive Scaling Inc.  
Payee Account: [REDACTED]  
Payment Method: Expedited Payment (Wire - additional fees apply)  
From Account: [REDACTED]  
Payment Date: 10/07/2021  
Comments: MG E-Comm, LLC Agreement  
Payment Total: 50,000.00 USD

image (23).png  
23K

Asante Monadjemi <asante@optimyzedigital.com>  
To: Matthew Genes [REDACTED]

Fri, Jul 29, 2022 at 12:30 PM

Hi Matthew,

Sending you this email directly. Thank you for following up and detailing the outcome of your call, I appreciate being kept in the loop.

Please let us know if you need our assistance in the future regarding your exit agreement terms with Passive Scaling.

I hope you have a great weekend.

Kind regards,  
Asante  
[Quoted text hidden]

Matthew Genes [REDACTED]  
To: Asante Monadjemi <asante@optimyzedigital.com>

Fri, Jul 29, 2022 at 12:50 PM

Asante,

Thank you for being responsive, and for your offered support in seeing the exit agreement through if needed. It is greatly appreciated and refreshing compared to my overall experience with the Passive Scaling team.

I presented Steven with an alternative option that did not require a full refund and a trial period to continue working together, but he declined and preferred to go with what I outlined in the email confirmation.

I have been extremely understanding and patient for 10+ months, this is not the best case scenario for anyone of course and disappointing.

Respectfully,  
Matt  
[Quoted text hidden]

Asante Monadjemi <asante@optimyzedigital.com>  
To: Matthew Genes [REDACTED]

Fri, Jul 29, 2022 at 1:43 PM

It's no problem, and I apologize for your experience with your assigned teams at Passive Scaling. It is indeed disappointing how this program unfolded for you but you've handled it respectfully and professionally, so thank you.

Best,  
Asante  
[Quoted text hidden]

Matthew Genes [REDACTED]  
To: Asante Monadjemi <asante@optimyzedigital.com>  
Cc: Passive Scaling Support <Steven@passivescaling.com>, martin@sales.support, Martin M <martin@dailydistro.com>, Jerdonna P <jerdonna@passivescaling.com>, Tatiana S <support@passivescaling.com>, Tatiana S <tatiana@passivescaling.com>

Mon, Aug 1, 2022 at 7:36 AM

Good Morning,

I hope everyone had a great weekend.

**Steven/Jerdonna-** Can you kindly provide an update today on when I can expect the draft exit and separation agreements along with the other agreed upon terms and conditions?

Thank you,  
Matt  
[Quoted text hidden]

Matthew Genes <[REDACTED]>  
To: Asante Monadjemi <asante@optimyzedigital.com>  
Cc: Passive Scaling Support <Steven@passivescaling.com>, martin@sales.support, Martin M <martin@dailydistro.com>, Jerdonna P <jerdonna@passivescaling.com>, Tatiana S <support@passivescaling.com>, Tatiana S <tatiana@passivescaling.com>

Tue, Aug 2, 2022 at 7:29 AM

Good morning Steven,

I still haven't from you since our call last week. I have communicated with others on this chain since then, however it's my understanding you are the one driving this process.

With how fast the days and weeks fly by I'd like to have a draft agreement ready today or tomorrow for review and any comments before finalizing for execution.

Can you please confirm when I can expect to receive V1 of the draft agreement?

Thank you,

Matt

[Quoted text hidden]

---

Matthew Genes [REDACTED]

Wed, Aug 3, 2022 at 8:01 AM

To: Asante Monadjemi <asante@optimyzedigital.com>

Good morning Asante,

I had a very strong feeling that I was going to have to take you up on the offer to assist with the exit agreement between myself and Passive Scaling.

Although I've had some brief communication with Jerdonna via Gmail chat no one else has responded to me, including Steven. This is just an example of one of the primary issues I've dealt with since day 1 with the 15+ people I've had to work with on the Passive Scaling side.

Matt

[Quoted text hidden]

---

Asante Monadjemi <asante@optimyzedigital.com>

Wed, Aug 3, 2022 at 12:03 PM

To: Matthew Genes [REDACTED]

Hi Matthew,

Thank you for reaching out.

So you've received no communication back from the emails you've sent this week? I'll do what I can to expedite that process, I'm sorry for the delay.

I will respond to the chain and send them a direct message as well.

Thanks,

Asante

[Quoted text hidden]

---

Asante Monadjemi <asante@optimyzedigital.com>

Wed, Aug 3, 2022 at 12:05 PM

To: Matthew Genes [REDACTED] >

Cc: Passive Scaling Support <Steven@passivescaling.com>, martin@sales.support, Martin M <martin@dailydistro.com>, Jerdonna P <jerdonna@passivescaling.com>, Tatiana S <support@passivescaling.com>, Tatiana S <tatiana@passivescaling.com>

Passive team,

I have not seen a response from you to Mr. Genes. To avoid further action please provide an accurate timeline for the requested agreement.

Thank you,

Asante

[Quoted text hidden]

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Matthew Genes [REDACTED]

Wed, Aug 3, 2022 at 12:06 PM

To: Asante Monadjemi <asante@optimyzedigital.com>

Thanks Asante. I have not received any communication back from the emails that I have sent.

Just some light communication with Jerdonna via Google chat only. Seems like she is trying to get Steven to respond and some answers for me as well with no luck.

Thanks again for your help.

[Quoted text hidden]

---

Matthew Genes [REDACTED]

Wed, Aug 3, 2022 at 12:07 PM

To: Asante Monadjemi <asante@optimyzedigital.com>

Thank you, thank you.

[Quoted text hidden]

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Asante Monadjemi <asante@optimyzedigital.com>

[REDACTED]

Of course,

We will continue to assist in expediting this process for you.

Hope you have a good afternoon!

**PX24**

**Attachment A**

**001750**

Asante

[Quoted text hidden]

Document 38-2  
PageID: 2268**Matthew Genes <[REDACTED]>**

Thu, Aug 4, 2022 at 7:32 AM

To: Asante Monadjemi &lt;asante@optimizedigital.com&gt;

Cc: Passive Scaling Support &lt;Steven@passivescaling.com&gt;, martin@sales.support, Martin M &lt;martin@dailydistro.com&gt;, Jerdonna P &lt;jerdonna@passivescaling.com&gt;, Tatiana S &lt;support@passivescaling.com&gt;, Tatiana S &lt;tatiana@passivescaling.com&gt;

Good morning,

Asante, Thank you for your follow-up with the group. You are correct, there has been no response to this chain from Steven/Passive Scaling team.

Here we are at the end of week and not only do I not have any type of draft agreement, I still can't even get a professional response. This is not surprising to me, unfortunately.

[Quoted text hidden]

# EXHIBIT JJ

## To Affidavit of Matthew Genes



Matthew Genes &lt;[REDACTED]&gt;

**Re: Man to Men & Request for Reimbursement - [LNV-VMKFT-912]**

16 messages

Jerdonna P &lt;support@mail.salessupport.ladesk.com&gt;

Fri, Aug 5, 2022 at 12:34 PM

To: Matthew Genes &lt;[REDACTED]&gt;, Asante Monadjemi &lt;asante@optimyzedigital.com&gt;

Cc: Passive Scaling Support &lt;Steven@passivescaling.com&gt;, martin@sales.support, Martin M &lt;martin@dailydistro.com&gt;, Jerdonna P &lt;jerdonna@passivescaling.com&gt;, Tatiana S &lt;support@passivescaling.com&gt;, Tatiana S &lt;tatiana@passivescaling.com&gt;

**Hi Matthew,****Apologies for the extended delay in providing a response from the team****The team is still in the process of reconciling the inventory for both stores we are requesting to have this complete first before a schedule is provided****This process should be completed by the end of next week as we are still awaiting the update from the vendor on the final status of inventory not updated or received. We will also need confirmation on the time frame for the credit to be provided.****To finalize this, we will need wire info to get you paid for the credit at the vendor.****Additionally, we have noted in your account that you are going to discontinue placing orders mid agreement without completing your 18 month agreement. This is going to make it impossible for us to facilitate the rest of the time period as promised.****Once the above is complete we will be able to do the following**

- Negotiate repayment terms and time frame
- Provide you with a potential refund schedule
- Send a waiver to start the process

**Despite the issue thus far we are also asking you to consider the fact that one of the stores is active and being managed by our team****We have also invested time and effort in having the store application completed for both stores and also getting vendor accounts to step up and process orders for both stores, we additionally had to pay out several hrs for the manpower that went into having both stores Ungate in their respective categories and also managing the sales process for at least 1 of the stores.****Our aim at this time is to expedite the resolution of the issue for both parties involved in a way that is beneficial to both parties, also avoiding litigation and the additional expenses that come along with that.****Sincerely,**

-----Original message-----

From: Matthew Genes &lt;[REDACTED]&gt;

Sent: 08/04/2022 06:33:16

Good morning,

Asante, Thank you for your follow-up with the group. You are correct, there has been no response to this chain from Steven/Passive Scaling team.

Here we are at the end of week and not only do I not have any type of draft agreement, I still can't even get a professional response. This is not surprising to me, unfortunately.

On Wed, Aug 3, 2022, 12:05 PM Asante Monadjemi <[asante@optimyzedigital.com](mailto:asante@optimyzedigital.com)> wrote:  
Passive team,

I have not seen a response from you to Mr. Genes. To avoid further action please provide an accurate timeline for the requested agreement.

Thank you,  
AsanteMatthew Genes <[REDACTED]>  
To: Jerdonna P <[support@mail.salessupport.ladesk.com](mailto:support@mail.salessupport.ladesk.com)>

Fri, Aug 5, 2022 at 4:06 PM

**PX24****Attachment A****001753**

## AFFIDAVIT OF ASANTE MONADJEMI

I, Asante Monadjemi, being over 18 years of age, hereby depose and state as follows:

1. I am the Chief Operating Officer (“COO”) for Optimyze Digital LLC (“Optimyze”), a Delaware limited liability company located in Irvine, California. The facts set forth herein are based on my personal knowledge and based on my review of Optimyze’s books and records, which are prepared and maintained in the ordinary course of its business.

2. Optimyze is a digital marketing agency founded in 2020 specializing in appointment generation, e-commerce, and website development.

3. Optimyze entered a business relationship with Passive Scaling, Inc. (“Passive”), a company based in New Jersey that operates and manages e-commerce digital storefronts for its clients.

4. From approximately March of 2021 to January 2022, Optimyze provided lead generation, marketing services, and sales for Passive, which included developing marketing materials, giving presentations, and engaging with potential clients on Passive’s behalf. In connection with this work, I worked closely with Passive’s team, including its principal and owner, Steven Rozenfeld.

5. In the course of our work with Passive, I became familiar with Matthew Genes, who participated in our marketing presentations and expressed interest in purchasing a program with Passive’s e-commerce business. I learned that Mr. Genes entered into an agreement with Passive in October 2021 for the operation of two e-commerce stores, one with Amazon and another with Walmart.

6. In the course of my work with Passive, I was copied on emails and participated in phone calls and video conference meetings with Mr. Genes concerning his e-commerce stores. I am aware of numerous occasions on which Mr. Genes requested information or that action be taken by Passive, to which he received no response or an extremely delayed response.

7. I was also copied on emails and participated in meetings in which Mr. Genes raised concerns with Passive's performance under their e-commerce agreement. In general terms, Mr. Genes was upset that Passive had failed to open a Walmart store, as agreed, after which Passive provided no alternative or replacement for the lack of the purchased Walmart store. Mr. Genes also believed that Passive had badly mismanaged the Amazon store and Amazon sub-account store that Passive operated on his behalf. Because of these issues, and multiple prohibited actions on behalf of Passive, Mr. Genes terminated his agreement with Passive and demanded a full refund from Passive of the \$50,000 consulting fee he had paid, as well as amounts paid to purchase inventory, monthly maintenance fees, software fees, and commissions paid to Passive.

8. I have reviewed the sales and inventory data for Mr. Genes' Amazon e-commerce stores. This data, as well as my observations of Passive's management of Mr. Genes' stores and communications with him, leads me to believe that Mr. Genes' complaints about Passive's management of his e-commerce stores are justified. Among other things, the data shows that sales have been extremely poor and that substantial amounts of inventory have gone unsold for long periods of time. I have also learned that Amazon deactivated Mr. Genes' sub-account store due to lengthy periods of inactivity. In my experience, these problems are unlikely to occur if the store is being managed by an attentive and responsive store manager. It is my knowledge that Passive went long stretches without store managers assigned to Mr. Genes' account, which

leads to a host of problems and creates the opportunity for stores to be deactivated. Additionally, these lapses were not communicated, and when Mr. Genes reached out regarding this matter, the questions were often left unanswered or given vague information without a proper contact, resolution, or timeline for replacement of a management team, resulting in a contractual failure to “maintain client’s stores”.

9. In examining the data from Mr. Genes’ Amazon stores, I also saw that Passive purchased approximately \$7,000 in inventory that was never delivered. Passive has been unable to locate the inventory or to recoup the funds from the sellers. When Mr. Genes inquired about the missing inventory, Passive failed to promptly respond to his concerns and, to my knowledge, has never rectified this issue.

10. Passive selected and purchased inventory that was unsellable and did not provide reporting, action, or general information about the strategy in which this issue would be resolved. Mr. Genes also received notices of trademark infringement that were left unanswered by Passive’s management teams. Notably, mismanagement of inventory is a major issue for the growth, effectiveness, and suspension risk of stores, and when overlapped with suspension of Mr. Genes account, constitutes a prohibited action by Passive in the legal agreement between the parties, which creates grounds for Mr. Genes to request a refund.

11. I was a party to discussions with Mr. Rozenfeld and members of the Passive team concerning Mr. Genes’ demand for a refund. Although Passive’s team ultimately acknowledged some of the management issues discussed above, to my knowledge they have never taken any steps to refund Mr. Genes’ money. Mr. Rozenfeld expressed to me that he would not even consider issuing a refund until the initial eighteen-month term of their agreement had expired,

despite Mr. Genes' election to terminate the agreement and the ongoing problems caused by Passive.

12. The problems identified by Mr. Genes with Passive's management of his stores are consistent with problems that Optimyze has identified and requested assistance on in respect to Mr. Genes account. I received numerous emails and have participated in calls and meetings in which Mr. Genes complained and validated that Passive was neglecting its obligations to manage Mr. Genes e-commerce stores, financial performance, and inventory. I believe that the complaints were justified and that Passive was not devoting the time and resources necessary to manage the e-commerce business properly and successfully. I also observed in numerous instances that Passive's store managers were not responsive to Mr. Genes, to customer service issues raised by Mr Genes, or to issues raised by Amazon, Walmart and other retailers on behalf of Mr. Genes account.

13. Optimyze made the decision that it was no longer willing to work with Passive and stopped providing any services aiding the acquisition of clients for Passive in January 2022.

[SIGNATURE PAGE TO FOLLOW]

SIGNED UNDER THE PENALTIES OF PERJURY THIS \_\_\_\_ DAY OF NOVEMBER 2022.



Asante Monadjemi  
Chief Operating Officer  
Optimyze Digital LLC

STATE OF CALIFORNIA

County of \_\_\_\_\_

Before me, \_\_\_\_\_ (insert the name and character of the officer), on this day personally appeared Asante Monadjemi, proved to me through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of November 2022

\_\_\_\_\_  
Notary Public Signature

(Seal)

See Attached Notary

## CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**State of California**

County of Orange

On November 10, 2022 before me,  
Date

personally appeared Asante Monadjemi \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



*Place Notary Seal and/or Stamp Above*

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**Signature**

*/Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Affidavit of Asante Monadjemji

Document Date: November 10, 2022 Number of Pages: 5

**Signer(s) Other Than Named Above:** \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
  - Partner –  Limited  General
  - Individual  Attorney in Fact
  - Trustee  Guardian or Conservator
  - Other: \_\_\_\_\_

Signer is Representing:

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing:

Produced as a digital file

PX 24 Att. C

Provided to the Clerk of Court via flash drive (sent via  
Federal Express)

Provided to counsel of record via secure FTP

The video file designated in ¶ 73 of Attachment A as Exhibit GG has been produced as a digital file.

PX 24 Att. A, Exhibit GG

Provided to the Clerk of Court via flash drive (sent via Federal Express)

Provided to counsel of record via secure FTP